



# **PROBATION DEPARTMENT**

## **REQUEST FOR PROPOSALS TO PROVIDE COMPREHENSIVE SERVICES TO THE ASSEMBLY BILL (AB) 109 POPULATION**

**SEPTEMBER 27, 2013**

**Prepared By  
County of Los Angeles**

---

**RFP 6401311**

**REQUEST FOR PROPOSALS (RFP)  
COMPREHENSIVE SERVICES TO THE AB 109 POPULATION**

**TABLE OF CONTENTS**

<b>1.0</b>	<b>INTRODUCTION.....</b>	<b>1</b>
	<b>PREAMBLE .....</b>	<b>1</b>
1.1	Purpose .....	3
1.2	Overview of Solicitation Document .....	4
1.3	Terms and Definitions .....	5
1.4	Minimum Mandatory Requirements .....	5
1.5	County Rights & Responsibilities .....	6
1.6	Contract Term .....	6
1.7	Contract Rates .....	6
1.8	Days of Operation .....	7
1.9	Contact with County Personnel.....	7
1.10	Final Contract Award by the Board of Supervisors .....	7
1.11	Mandatory Requirement to Register on County's WebVen.....	7
1.12	County Option to Reject Proposals .....	8
1.13	Protest Policy Review Process .....	8
1.14	Notice to Proposers Regarding the Public Records Act.....	9
1.15	Indemnification and Insurance .....	9
1.16	SPARTA Program.....	9
1.17	Injury & Illness Prevention Program (IIPP).....	10
1.18	Background and Security Investigations .....	10
1.19	Confidentiality and Independent Contractor Status .....	11
1.20	Conflict of Interest .....	12
1.21	Determination of Proposer Responsibility .....	12
1.22	Proposer Debarment.....	13
1.23	Proposer's Adherence to County's Child Support Compliance Program.....	16
1.24	Gratuities .....	16
1.25	Notice to Proposers Regarding the County Lobbyist Ordinance.....	17
1.26	Federal Earned Income Credit.....	17

**REQUEST FOR PROPOSALS (RFP)**  
**COMPREHENSIVE SERVICES TO THE AB 109 POPULATION**

**TABLE OF CONTENTS**

1.27	Consideration of GAIN/GROW Participants for Employment.....	17
1.28	County's Quality Assurance Plan.....	18
1.29	Recycled Bond Paper .....	18
1.30	Safely Surrendered Baby Law .....	18
1.31	County Policy on Doing Business with Small Business .....	18
1.32	Jury Service Program .....	19
1.33	Intentionally Omitted .....	21
1.34	Intentionally Omitted .....	21
1.35	Notification to County of Pending Acquisitions/Mergers by Proposing Company .....	21
1.36	Intentionally Omitted .....	21
1.37	Intentionally Omitted .....	21
1.38	Intentionally Omitted .....	21
1.39	Proposer's Charitable Contributions Compliance .....	21
1.40	Defaulted Property Tax Reduction Program .....	22
<b>2.0</b>	<b>PROPOSAL SUBMISSION REQUIREMENTS .....</b>	<b>23</b>
2.1	County Responsibility .....	23
2.2	Truth and Accuracy of Representations .....	23
2.3	RFP Timetable.....	23
2.4	Solicitation Requirements Review .....	23
2.5	Proposers' Questions .....	24
2.6	Intentionally Omitted.....	25
2.7	Mandatory Proposers' Conference .....	25
2.8	Preparation of the Proposal .....	26
2.9	Business Proposal Format .....	26
2.10	Cost Proposal Format.....	36
2.11	Proposal Submission .....	37
2.12	Proposal Withdrawals.....	37
<b>3.0</b>	<b>SELECTION PROCESS AND EVALUATION CRITERIA.....</b>	<b>38</b>
3.1	Selection Process.....	38

**REQUEST FOR PROPOSALS (RFP)**  
**COMPREHENSIVE SERVICES TO THE AB 109 POPULATION**

**TABLE OF CONTENTS**

3.2	Adherence to Minimum Mandatory Requirements (Pass/Fail) .....	38
3.3	Disqualification Review.....	39
3.4	Proposal Evaluation and Criteria .....	39
3.5	Cost Proposal Evaluation Criteria.....	41
3.6	Intentionally Omitted.....	41
3.7	Department's Proposed Contractor Selection Review.....	41
3.8	County Independent Review Process.....	43

**REQUEST FOR PROPOSALS (RFP)**  
**COMPREHENSIVE SERVICES TO THE AB 109 POPULATION**

**TABLE OF CONTENTS**

**APPENDICES**

APPENDIX A:	SAMPLE CONTRACT
APPENDIX B:	STATEMENT OF WORK
APPENDIX C:	TECHNICAL EXHIBITS
APPENDIX D:	REQUIRED FORMS
APPENDIX E:	TRANSMITTAL FORM TO REQUEST A <u>RFP</u> SOLICITATION REQUIREMENTS REVIEW
APPENDIX F:	COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
APPENDIX G:	JURY SERVICE ORDINANCE
APPENDIX H:	LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
APPENDIX I:	IRS NOTICE 1015
APPENDIX J:	SAFELY SURRENDERED BABY LAW
APPENDIX K:	INTENTIONALLY OMITTED
APPENDIX L:	INTENTIONALLY OMITTED
APPENDIX M:	INTENTIONALLY OMITTED
APPENDIX N:	BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION
APPENDIX O:	DEFAULTED PROPERTY TAX REDUCTION PROGRAM
APPENDIX P:	SEXUAL HARASSMENT POLICY

## 1.0 INTRODUCTION

### PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY’S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

**Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

**Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

**Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeal procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

**1.1 Purpose**

The County of Los Angeles Probation Department is soliciting Proposals from qualified PROPOSERS to provide Comprehensive Services to the COUNTY'S Assembly Bill (AB) 109 Population. Contracted services include: System Navigation, Housing and Case Management, and Employment Services. COUNTY anticipates making approximately 8400 referrals for Housing and 800 referrals for Employment Services. The actual number of referrals will be based on COUNTY needs. COUNTY plans to award one (1) contract. CONTRACTOR shall have the ability to provide the contracted services as set forth in this RFP.



## 1.2 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the PROPOSER'S minimum mandatory requirements, provides information regarding the requirements of the Contract and the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to PROPOSERS in how to prepare and submit their Proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the Proposals will be selected and evaluated.
- **APPENDICES:**
  - **A - SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.
  - **B - STATEMENT OF WORK:** Explains in detail the required services to be performed by the CONTRACTOR.
  - **C - TECHNICAL EXHIBITS:** Exhibits that accompany the Statement of Work.
  - **D - REQUIRED FORMS:** Forms that must be completed and included in the Proposal.
  - **E - TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to the County of Los Angeles Probation Department requesting a Solicitation Requirements Review.
  - **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County Policy.
  - **G - JURY SERVICE ORDINANCE:** County Code.
  - **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** CONTRACTORS who are not allowed to Contract with the COUNTY for a specific length of time.
  - **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
  - **J - SAFELY SURRENDERED BABY LAW:** County program.

- **K - INTENTIONALLY OMITTED**
- **L - INTENTIONALLY OMITTED**
- **M - INTENTIONALLY OMITTED**
- **N - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources
- **O - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.
- **P - SEXUAL HARASSMENT POLICY:** County Code

### **1.3 Terms and Definitions**

Throughout this RFP, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in *Appendix A, Sample Contract, Paragraph 2.0 Definitions*.

### **1.4 Minimum Mandatory Requirements**

Interested and qualified PROPOSERS that can demonstrate their ability to successfully provide the required services outlined in *Appendix B, Statement of Work*, of this RFP are invited to submit Proposal(s), provided they meet the following requirements:

- 1.4.1 PROPOSER must attend the Mandatory Proposers' Conference scheduled for **Tuesday, October 15, 2013, 10:00 a.m., PT.**
- 1.4.2 PROPOSER must submit a Proposal by **12:00 p.m. PT, Friday, November 22, 2013.**
- 1.4.3 PROPOSER must demonstrate a minimum of three (3) years experience within the last five (5) years working with high-risk adult probationers and/or parolees.
- 1.4.4 PROPOSER must demonstrate a minimum of three (3) years experience, within the last five (5) years, administering and/or providing housing and supportive services in a lead capacity in the State of California.
- 1.4.5 PROPOSER must demonstrate a minimum of two (2) years' experience within the last three (3) years in administering Federal, State, County or City contracts.

- 1.4.6 PROPOSER must have an administrative business office located within or adjacent to the County of Los Angeles. The address to the administrative business office must be included in the Proposal.

## **1.5 County Rights & Responsibilities**

The COUNTY has the right to amend the RFP by written addendum. The COUNTY is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which COUNTY records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the COUNTY. The COUNTY is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.6 Contract Term**

- 1.6.1 The term of this Contract shall be for a twelve (12) month period commencing \_\_\_\_\_ through \_\_\_\_\_, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the CONTRACTOR, by mutual written agreement, for up to four (4) additional twelve (12) month periods for a maximum total Contract term of five (5) years.
- 1.6.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

## **1.7 Contract Rates**

The CONTRACTOR'S rates shall remain firm and fixed for the term of the Contract. Costs will be identified in the final Contract based on CONTRACTORS proposed fee. COUNTY shall pay CONTRACTOR up to fifteen percent (15%) administrative/indirect actual costs of the total Contract amount for the initial Contract period and for the subsequent 12-month option periods.

Administrative/indirect costs shall not be in addition to, but a part of, the maximum Contract amount. The CONTRACTOR shall submit monthly invoices for service provided *in Appendix D, Required Forms, Exhibit 11* and actual costs incurred for administrative/indirect costs. The CONTRACTOR shall retain all

relevant supporting documents and make them available to COUNTY at any time for audit purposes.

### **1.8 Days of Operation**

CONTRACTOR shall be required to provide the required services Sunday through Saturday during each of the 12 months as needed. The CONTRACTOR shall be required to provide services on COUNTY recognized holidays. CONTRACTOR shall also provide the required services during or after regular business hours.

### **1.9 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

**Thomas Delury, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-63**  
**Downey, CA 90242**  
**E-mail address: [Thomas.Delury@Probation.LACounty.gov](mailto:Thomas.Delury@Probation.LACounty.gov)**  
**Fax #: (562) 658-4771**

If it is discovered that PROPOSER contacted and received information from any COUNTY personnel, other than the person specified above, regarding this solicitation, COUNTY, in its sole determination, may disqualify their Proposal from further consideration.

### **1.10 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant agreement, and to determine which Proposal best serves the interests of the COUNTY. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

### **1.11 Mandatory Requirement to Register on County's WebVen**

Prior to a Contract award, all potential CONTRACTORS must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY'S home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm).

## **1.12 County Option to Reject Proposals**

The COUNTY may, at its sole discretion, reject any or all Proposals submitted in response to this RFP. The COUNTY shall not be liable for any costs incurred by the PROPOSER in connection with the preparation and submission of any Proposal. The COUNTY reserves the right to waive inconsequential disparities in a submitted Proposal.

## **1.13 Protest Policy Review Process**

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective PROPOSER may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in *Sub-paragraph 1.13.3*, below. Additionally, any actual PROPOSER may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in the Paragraphs below. It is the responsibility of the PROPOSER challenging the decision of a COUNTY Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract award.

1.13.2 Throughout the review process, the COUNTY has no obligation to delay or otherwise postpone an award of Contract based on a PROPOSER protest. In all cases, the COUNTY reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

### **1.13.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services Contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements)
- Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria)
- Review of Proposed Contractor Selection (Reference Sub-paragraph 3.7 in the Selection Process and Evaluation Criteria)

## 1.14 Notice to Proposers Regarding The Public Records Act

- 1.14.1 Responses to this solicitation shall become the exclusive property of the COUNTY. Absent extraordinary circumstances, the recommended PROPOSER'S Proposal will become a matter of public record when (1) Contract negotiations are complete; (2) the County of Los Angeles Probation Department receives a letter from the recommended PROPOSER'S authorized officer that the negotiated Contract is the firm offer of the recommended PROPOSER; and (3) the County of Los Angeles Probation Department releases a copy of the recommended PROPOSER'S Proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the Department's PROPOSER recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all Proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

- 1.14.2 The COUNTY shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The PROPOSERS must specifically label only those provisions of their respective Proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

## 1.15 Indemnification and Insurance

CONTRACTOR shall be required to comply with the indemnification provisions contained in *Appendix A, Sample Contract, Paragraph 8.23*. The CONTRACTOR shall procure, maintain, and provide to the COUNTY proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Appendix A, Sample Contract, Paragraphs 8.24 and 8.25*.

## 1.16 SPARTA Program

A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORS in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY'S insurance broker, Merriwether & Williams. For additional

information, PROPOSERS may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com).

### **1.17 Injury and Illness Prevention Program (IIPP)**

CONTRACTOR shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **1.18 Background and Security Investigations**

Background and security investigations of CONTRACTOR's staff are required as a condition of beginning and continuing work under resulting Contract. The cost of background checks is the responsibility of the CONTRACTOR. CONTRACTOR shall be responsible for the ongoing implementation and monitoring of *Sub-paragraphs 1.18.1 through 1.18.7*. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to the COUNTY, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from COUNTY.

1.18.1 CONTRACTOR shall submit the names of CONTRACTOR's or Subcontractor's employees to the COUNTY Program Manager prior to the employee starting work on this Contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR's or Subcontractor's employees, and shall conduct background investigations of CONTRACTOR's or Subcontractor's employees at any time. **The CONTRACTOR'S or Subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from COUNTY.**

1.18.2 No personnel employed by the CONTRACTOR or Subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to COUNTY and employment of the employee for this service is approved in writing by the COUNTY.

1.18.3 COUNTY reserves the right to preclude CONTRACTOR or Subcontractor from employment or continued employment of any individual performing services under this Contract.

1.18.4 No CONTRACTOR or Subcontractor staff providing services under this Contract shall be on active probation or parole.

- 1.18.5 No personnel employed by the CONTRACTOR or Subcontractor for this Contract that has been on probation or parole and has sustained a violation or any circumstance leading to custody/confinement time within the last three years prior to proposed employment, shall be eligible to provide services on this Contract. All CONTRACTOR or Subcontractor staff performing services under this Contract shall be able to demonstrate at least 3 years of no confinement time and lawful behavior. The three years may include the period of supervision on probation or parole. The CONTRACTOR or Subcontractor may appeal any disqualifications which will be reviewed on a case by case basis with the final decision remaining with the COUNTY.
- 1.18.6 CONTRACTOR or Subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the COUNTY.
- 1.18.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR's or Subcontractor's employees; COUNTY will bill CONTRACTOR to recover expenses. The current amount is \$32.00 per record check, which is subject to change by the State.

## **1.19 Confidentiality and Independent Contractor Status**

CONTRACTOR shall be required to comply with the Confidentiality provision contained in *Paragraph 7.5 in Appendix A, Sample Contract* and the Independent Contractor Status provision contained in *Paragraph 8.22 in Appendix A, Sample Contract*.

CONTRACTOR shall ensure that it obtains and submits to the COUNTY, a signed "*Contractor Employee Acknowledgement and Confidentiality Agreement*" as specified in *Appendix A, Sample Contract, Exhibit G2*, for each employee performing services under the Contract before execution of the Contract.

CONTRACTOR shall also ensure that it obtains and submits to the COUNTY, a signed "*Contractor Non-Employee Acknowledgement and Confidentiality Agreement*" as specified in *Appendix A, Sample Contract, Exhibit G3*, for each non-employee performing services under the Contract before execution of the Contract.

CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgement that meets the standards of the County of Los Angeles Probation Department for CONTRACTOR employees having access to Confidential Criminal Offender Record Information (CORI). CONTRACTOR shall retain the original CORI form



and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (*Appendix C, Technical Exhibit 3*)

## **1.20 Conflict of Interest**

No COUNTY employee whose position in the COUNTY enables him/her to influence the selection of a CONTRACTOR for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a PROPOSER or have any other direct or indirect financial interest in the selection of a CONTRACTOR. PROPOSER shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Appendix D - Required Forms Exhibit 5, Certification of No Conflict of Interest*.

## **1.21 Determination of Proposer Responsibility**

### **1.21.1 Responsible Proposer**

A responsible PROPOSER is a PROPOSER who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible PROPOSERS.

### **1.21.2 Chapter 2.202 of the County Code**

PROPOSERS are hereby notified that, in accordance with Chapter 2.202 of the County Code, the COUNTY may determine whether the PROPOSER is responsible based on a review of the PROPOSER'S performance on any Contracts, including but not limited to COUNTY Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the PROPOSER against public entities. Labor law violations which are the fault of the SUBCONTRACTOR and of which the PROPOSER had no knowledge shall not be the basis of a determination that the PROPOSER is not responsible.

### **1.21.3 Non-responsible Proposer**

The COUNTY may declare a PROPOSER to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the PROPOSER has done any of the following: (1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the PROPOSER'S quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice

which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **1.21.4 Intention to Recommend to the Board of Supervisors**

If there is evidence that the apparent highest ranked PROPOSER may not be responsible, the Department shall notify the PROPOSER in writing of the evidence relating to the PROPOSER'S responsibility, and its intention to recommend to the Board of Supervisors that the PROPOSER be found not responsible. The Department shall provide the PROPOSER and/or the PROPOSER'S representative with an opportunity to present evidence as to why the PROPOSER should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.

#### **1.21.5 Recommendation to the Board of Supervisors**

If the PROPOSER presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the PROPOSER shall reside with the Board of Supervisors.

#### **1.21.6 Subcontractors of Proposers**

These terms shall also apply to proposed SUBCONTRACTORS of PROPOSERS on COUNTY Contracts.

### **1.22 Proposer Debarment**

#### **1.22.1 Chapter 2.202 of the County Code**

The PROPOSER is hereby notified that, in accordance with Chapter 2.202 of the County Code, the COUNTY may debar the PROPOSER from bidding or proposing on, or being awarded, and/or performing work on other COUNTY Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the COUNTY may terminate any or all of the PROPOSER'S existing Contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the PROPOSER has done any of the following:

- (1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY;

- (2) committed an act or omission which negatively reflects on the PROPOSER'S quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same;
- (3) committed an act or offense which indicates a lack of business integrity or business honesty; or
- (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **1.22.2 Notice to Proposer**

If there is evidence that the apparent highest ranked PROPOSER may be subject to debarment, the Department shall notify the PROPOSER in writing of the evidence, which is the basis for the proposed debarment, and shall advise the PROPOSER of the scheduled date for a debarment hearing before the Contractor Hearing Board.

#### **1.22.3 Contractor Hearing Board**

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The PROPOSER and/or PROPOSER'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the PROPOSER should be debarred, and, if so, the appropriate length of time of the debarment. The PROPOSER and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

#### **1.22.4 Presentation to Board of Supervisors**

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **1.22.5 Debarment Period**

If a PROPOSER has been debarred for a period longer than five (5) years, that PROPOSER may, after the debarment has been in effect for

at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the PROPOSER has adequately demonstrated one or more of the following:

- (1) elimination of the grounds for which the debarment was imposed;
- (2) a bona fide change in ownership or management;
- (3) material evidence discovered after debarment was imposed; or
- (4) any other reason that is in the best interests of the COUNTY.

#### **1.22.6 Debarment Hearing**

The Contractor Hearing Board will consider requests for review of a debarment determination only where:

- (1) the PROPOSER has been debarred for a period longer than five (5) years;
- (2) the debarment has been in effect for at least five (5) years; and
- (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

#### **1.22.7 Recommendation to the Board of Supervisors**

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

### **1.22.8 Subcontractors of Proposers**

These terms shall also apply to proposed SUBCONTRACTORS of PROPOSERS on COUNTY Contracts.

### **1.22.9 Debarment List**

*Appendix H, Listing of Contractors Debarred in Los Angeles County*, is a listing of CONTRACTORS that are currently on the Debarment List for Los Angeles County.

## **1.23 Proposer's Adherence to County's Child Support Compliance Program**

PROPOSERS shall:

- 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and
- 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation.

Failure to comply may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliant CONTRACTOR (County Code Chapter 2.202).

## **1.24 Gratuities**

### **1.24.1 Attempt to Secure Favorable Treatment**

It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a PROPOSER with the implication, suggestion or statement that the PROPOSER'S provision of the consideration may secure more favorable treatment for the PROPOSER in the award of the Contract or that the PROPOSER'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the PROPOSER'S submission. A PROPOSER shall not offer or give either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

### **1.24.2 Proposer Notification to County**

A PROPOSER shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the

supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the PROPOSER'S submission being eliminated from consideration.

#### **1.24.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

### **1.25 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each PROPOSER to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the PROPOSER is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in *Appendix D, Exhibit 6, Required Forms*, as part of their Proposal.

### **1.26 Federal Earned Income Credit**

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice No. 1015. Reference Appendix I.*

### **1.27 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration for Contract award, PROPOSERS shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment

openings if they meet the minimum qualifications for that opening. Additionally, PROPOSERS shall attest to a willingness to provide employed GAIN/GROW participants access to the PROPOSERS' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. PROPOSERS who are unable to meet this requirement shall not be considered for Contract award. PROPOSERS shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants*, as set forth in *Appendix D, Required Forms - Exhibit 9*, along with their Proposal.

### **1.28 County's Quality Assurance Plan**

After Contract award, the COUNTY or its agent will evaluate the CONTRACTOR'S performance under the Contract on a periodic basis. Such evaluation will include assessing CONTRACTOR'S compliance with all terms in the Contract and performance standards identified in the Statement of Work. CONTRACTOR'S deficiencies which the COUNTY determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

### **1.29 Recycled Bond Paper**

PROPOSER shall be required to comply with the COUNTY'S policy on recycled bond paper as specified in *Appendix A, Sample Contract, Paragraph 8.39*.

### **1.30 Safely Surrendered Baby Law**

The CONTRACTOR shall notify and provide to its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix J* of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **1.31 County Policy on Doing Business with Small Business**

1.31.1 The COUNTY has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the COUNTY'S contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

- 1.31.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in *Paragraph 1.33*.
- 1.31.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of these two Programs are provided in *Paragraph 1.32 – Jury Service Program* and *Paragraph 1.37 – Living Wage Program*.
- 1.31.4 The COUNTY also has a Policy on doing Business with Small Business that is stated in Appendix F.

## **1.32 Jury Service Program**

The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective CONTRACTORS should carefully read the *Jury Service Ordinance, Appendix G*, and the pertinent jury service provisions of the *Sample Contract, Appendix A, Paragraph 8.8*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both CONTRACTORS and their SUBCONTRACTORS. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.32.1 The Jury Service Program requires CONTRACTORS and their SUBCONTRACTORS to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full-time" means 40 hours or more worked per week, or a lesser number of hours if:
- 1) the lesser number is a recognized industry standard as determined by the COUNTY, or
  - 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time.



Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.32.2 There are two ways in which a CONTRACTOR might not be subject to the Jury Service Program. The first is if the CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR". The Jury Service Program defines "CONTRACTOR" to mean a person, partnership, corporation or other entity which has a Contract with the COUNTY or a SUBCONTRACT with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or SUBCONTRACTS. The second is if the CONTRACTOR meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to CONTRACTORS that have

- 1) ten or fewer employees; and,
- 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and,
- 3) is not an "affiliate or subsidiary of a business dominant in its field of operation".

The second exception applies to CONTRACTORS that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The CONTRACTOR is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.32.3 If a CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR" or if it meets any of the exceptions to the Jury Service Program, then the CONTRACTOR must so indicate in the *Certification Form and Application for Exception, Exhibit 10 in Appendix D, Required Forms*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the CONTRACTOR'S application, the COUNTY will determine, in its sole discretion, whether the CONTRACTOR falls within the definition of CONTRACTOR or meets any of the exceptions to the Jury Service Program. The COUNTY'S decision will be final.

**1.33 Intentionally Omitted****1.34 Intentionally Omitted****1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The PROPOSER shall notify the COUNTY of any pending acquisitions/mergers of their company. This information shall be provided by the PROPOSER on *Required Forms - Exhibit 1, in Appendix D, Proposer's Organization Questionnaire/Affidavit*. Failure of the PROPOSER to provide this information may eliminate its Proposal from any further consideration.

**1.36 Intentionally Omitted****1.37 Intentionally Omitted****1.38 Intentionally Omitted****1.39 Proposer's Charitable Contributions Compliance**

1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective CONTRACTORS should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.39.2 All prospective CONTRACTORS must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the *Charitable Contributions Certification, Exhibit 20* as set forth in *Appendix D - Required Forms*. A completed *Exhibit 20* is a required part of any agreement with the COUNTY.

1.39.3 In *Exhibit 20*, prospective CONTRACTORS certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply

if they become subject to coverage of those laws during the term of a COUNTY agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.39.4 Prospective COUNTY CONTRACTORS that do not complete *Exhibit 20* as part of the solicitation process may, in the COUNTY'S sole discretion, be disqualified from Contract award. A COUNTY CONTRACTOR that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

#### **1.40 Defaulted Property Tax Reduction Program**

The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective CONTRACTORS should carefully read the *Defaulted Tax Program Ordinance, Appendix O*, and the pertinent provisions of the *Sample Contract, Appendix A, Paragraphs 8.51 and 8.52*, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both CONTRACTORS and their SUBCONTRACTORS.

PROPOSERS shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing *Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Exhibit 22 in Appendix D, Required Forms*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliance CONTRACTOR (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

## **2.0 PROPOSAL SUBMISSION REQUIREMENTS**

This Section contains instructions to PROPOSERS in how to prepare and submit their Proposal.

### **2.1 County Responsibility**

The COUNTY is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

### **2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Proposal shall be sufficient cause for rejection of the Proposal. The evaluation and determination in this area shall be at the Chief Probation Officer's sole judgment and his/her judgment shall be final.

### **2.3 RFP Timetable**

#### **The timetable for this RFP is as follows:**

- Release of RFP:.....**Friday, September 27, 2013**
- Request for a Solicitation Requirements Review Due by: .....**Friday, October 11, 2013, 12:00 p.m., PT**
- Written Questions Due by: .....**Monday, October 7, 2013, 12:00 p.m., PT**
- Mandatory Proposers' Conference .....**Tuesday, October 15, 2013, 10:00 a.m., PT**
- Proposals Due by:.....**Friday, November 22, 2013, 12:00 p.m., PT**

### **2.4 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting *Appendix E - Transmittal Form to Request a RFP Solicitation Requirements Review* to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the COUNTY not receiving the best possible responses from prospective PROPOSERS.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Proposal due date.

All Requests for Review should be submitted to:

**Tasha Howard, Director  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room B-82  
Downey, CA 90242**

## **2.5 Proposers' Questions**

The purpose of the Mandatory Proposers' Conference is to answer questions covering this RFP. Questions received prior to the Mandatory Proposers' Conference will be answered at the conference. PROPOSERS may submit written questions regarding this RFP by mail, fax, or e-mail to the Contract Analyst identified below. All questions must be received by **Monday, October 7, 2013, 12:00 p.m., PT** at the address shown below.

When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. COUNTY reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage

PROPOSERS or, due to unclear instructions, may result in the COUNTY not receiving the best possible responses from PROPOSERS.

Questions should be addressed to:

**Thomas Delury, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-63**  
**Downey, CA 90242**  
E-mail address: [Thomas.Delury@Probation.LACounty.gov](mailto:Thomas.Delury@Probation.LACounty.gov)  
Fax #: (562) 658-4771

As of the issuance date of the RFP and continuing until the award of Contract, all COUNTY personnel are specifically directed against holding any unscheduled meetings, conferences or technical discussions with any potential CONTRACTOR.

**2.6 Intentionally Omitted**

**2.7 Mandatory Proposers' Conference**

A **Mandatory Proposers' Conference** will be held to discuss the RFP. COUNTY staff will respond to questions from potential PROPOSERS. All potential PROPOSERS **must** attend this conference or their Proposals will be rejected (disqualified) without review and eliminated from further consideration.

The conference is scheduled as follows:

**Date:** Tuesday, October 15, 2013  
**Time:** 10:00 a.m., PT  
**Location:** Los Angeles County Sheriff's Department  
Kenneth Hahn Auditorium  
11703 South Alameda Street  
Lynwood, CA 90262

Those interested in attending must notify Thomas Delury, Contract Analyst, at (562) 940-2633 by **Thursday, October 10, 2013, 12:00 p.m., PT.**

**Please note that minors are not allowed to enter the facility or attend the conference.**

## **2.8 Preparation of the Proposal**

- 2.8.1 The Proposals must be typewritten or computer generated on 8 ½" x 11" white papers, with 1" margins, in a standard 12-point font, single sided, single space with each page numbered consecutively and the original, as well as each copy, must be bound in a secure manner and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the COUNTY'S sole discretion. This requirement will ensure uniformity among all CONTRACTORS.
- 2.8.2 Each CONTRACTOR shall observe the following in preparation of a Proposal and shall agree to provide the COUNTY with any additional information necessary for an accurate determination of the prospective CONTRACTOR'S qualifications to perform the required services.
- 2.8.3 The response to this RFP must be made according to the specifications set down in this section, both for content and sequence. Failure to adhere to these specifications may be cause for rejection of the Proposal. No correction or resubmission shall be accepted after the Proposal deadline.
- 2.8.4 Any interpretation of, or change in the RFP, will be made in writing by addendum to each CONTRACTOR to whom specifications have been issued and should become a part of the RFP and any Contract awarded. The COUNTY will not be responsible for any other explanation or interpretation.
- 2.8.5 The Proposal must be comprehensive and straightforward.

## **2.9 Business Proposal Format**

**The content and sequence of the Proposal must be as follows:**

- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- **Table of Contents**
- **Section A:** Executive Summary
- **Section B:** Proposer's Qualifications
- **Section C:** Proposer's Approach to Provide Required Services
- **Section D:** Proposer's Quality Control Plan

- **Section E:** Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions
- **Section F:** Additional Data
- **Section G:** Business Proposal Required Forms
- **Section H:** Intentionally Omitted
- **Last Page of Business Proposal**

### **2.9.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

The PROPOSER shall complete, sign and date the *Proposer's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix D, Required Forms*. **The person signing the form must be authorized to sign on behalf of the PROPOSER and to bind the applicant in a Contract.**

Taking into account the structure of the PROPOSER'S organization, PROPOSER shall determine which of the below referenced supporting documents the COUNTY requires. If the PROPOSER'S organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the COUNTY may, in its discretion, request additional documentation regarding the PROPOSER'S business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Proposal submission, PROPOSERS must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

#### **Required Support Documents:**

##### **Corporations or Limited Liability Company (LLC):**

The PROPOSER must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.



**Limited Partnership:**

The PROPOSER must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**2.9.2 Table of Contents**

The Table of Contents must be a comprehensive listing of material included in the Proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

**2.9.3 Section A: Executive Summary**

The Executive Summary shall condense and highlight the contents of the PROPOSER'S Business Proposal to provide the County of Los Angeles Probation Department with a broad understanding of the PROPOSER'S approach, qualifications, experience, and staffing.

**2.9.4 Section B: Proposer's Qualifications**

PROPOSER'S Qualifications must demonstrate that the PROPOSER'S organization has the experience and financial capability to perform the required services. The PROPOSER'S compliance with the qualifying minimum mandatory requirements of the RFP will be determined from the information provided. Failure to provide sufficient verifiable information regarding the PROPOSER'S compliance with the minimum mandatory requirements may result in disqualification. In addition, the receipt of a "not met" or zero score in any evaluation factor may result in disqualification. The following sections **must** be included:

**A. Section B.1: Proposer's Background and Experience**

- **Section B.1.1.** The PROPOSER'S Background and Experience must demonstrate that the organization is adequately staffed, certified and trained, to perform the required services or demonstrate the capability for recruiting such staff.
- **Section B.1.2.** Include your firm's organizational chart detailing actual staff, by classification and assignment. This chart will include the Project Director and others who will be assigned to work on any part of this project. For each person on this chart, give his/her complete name, current position, years with the firm, and relevant education, experience and professional licenses.

- **Section B.1.2.1.** In addition to the above, include a resume for the Project Director, demonstrating that the Project Director has provided the required services for a minimum of three (3) years within the last five (5) years and/or hold a bachelor's degree in business management, education, criminal justice, administration of justice, psychology, sociology or a related field, and is a current employee of the agency. The resume must include dates for the positions listed.
- **Section B.1.3.** Provide information regarding company's corporate size and structure, including the names, addresses, and telephone numbers of all persons authorized to represent and bind the company.
  - **Section B.1.3.1.** Provide a summary of relevant background information including the number of years experience the PROPOSER has had in providing the required, equivalent or related service, and demonstrated capacity to perform the required services.
  - **Section B.1.3.2.** A statement as to whether the PROPOSER is a corporation, a partnership, a joint venture, etc. State whether firm is local, national or international. Give location of the main office and the location of local offices in Southern California. Describe the range of activities performed by the local office.
  - **Section B.1.3.3.** Number of years the PROPOSER has been in business under the present business name, as well as related prior business names.
  - **Section B.1.3.4.** A statement indicating whether or not PROPOSER totally or partially owns any other business organization(s) that will be providing services, supplies, material or equipment, or in any manner does business with CONTRACTOR.
  - **Section B.1.3.5.** A statement indicating whether or not the PROPOSER has any plans for changes in corporate ownership during the term of the Contract. PROPOSERS shall be specific as to the changes anticipated; including acquisitions and sales, parties involved and anticipated timelines. Also, state how changes may affect performance of specifications required by COUNTY.

**B. Section B.2: Proposer's References/Work History**

It is the PROPOSER'S sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate.

COUNTY may disqualify a PROPOSER if:

- a) references fail to substantiate PROPOSER'S description of the services provided; or
  - b) references fail to support that PROPOSER has a continuing pattern of providing capable, productive and skilled personnel, or
  - c) the Department is unable to reach the point of contact with reasonable effort. It is the PROPOSER'S responsibility to inform the point of contact of normal business hours, or
  - d) one or more of the references is unfavorable.
- **Section B.2.1.** The PROPOSER must provide a specific listing of all current and previous Contracts with the COUNTY, other governmental agencies, or the private sector in related areas or similar services in the last three (3) years. This information should be shown on a fiscal year basis (July 1 – June 30), and identify each Contract by company/department name, address, telephone number, contact person and title, the annual dollar amount, and describe what services are/were provided.
  - **Section B.2.2.** If PROPOSER has had no previous Contracts with COUNTY, other governmental agencies or the private sector in related areas or similar services, a statement to that effect shall be included in Section B.2.2.
  - **Section B.2.3.** Submit a description of current and/or potential commitments or a statement indicating no such commitments exist. Also, state whether current commitments to larger organizations could impede performance of specifications required by the County of Los Angeles Probation Department. Include in Section B.2.3:
    - **Section B.2.3.1.** Reference of large client organizations contracting for similar services including, if available, public organizations of a similar size and structure and nature as the County of Los Angeles Probation Department.

- **Section B.2.3.2.** Information regarding operational capability and any expansion or other changes that would be required to perform under the conditions of the proposed Contract.
- **Section B.2.4.** The PROPOSER must complete and include *Required Forms - Exhibits 2, 3, and 4* as set forth in *Appendix D, Required Forms*. The same references may be listed on both forms - Exhibits 2 and 3.

**Exhibit 2: Prospective Contractor References**

PROPOSER must provide at least three (3) references where the same or similar scope of services were provided.

**Exhibit 3: Prospective Contractor List of Contracts**

The listing must include all Public Entities Contracts for the last three (3) years. Use additional sheets if necessary.

**Exhibit 4: Prospective Contractor List of Terminated Contracts**

Listing must include Contracts terminated within the past three (3) years with a reason for termination.

- **Section B.2.5. Proposer's Pending Litigation and Judgments**

Identify by name, case and court jurisdiction any pending litigation in which PROPOSER is involved, or judgments against PROPOSER in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the PROPOSER or principals of the PROPOSER.

- **Section B.2.6. Proposer's Debarment History Labor/Payroll/Debarment History**

Submit specific records of any debarment by any public entity in the last ten (10) years and the reasons for the debarment, or a statement indicating no debarments exist.

**C. Section B.3: Financial Capability**

Provide copies of the company's financial statements for the current partial fiscal year and prior two (2) complete fiscal years immediately preceding the Proposal deadline. (For example 2012/2013, 2011/2012, 2010/2011). Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet

(Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement specific to the entity submitting the Proposal. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Un-audited statements may be given less weight in the evaluation. Do not submit Income Tax Returns to meet this requirement. Publicly traded companies may submit paper copies of audited annual reports. On-line and electronic data files will not be accepted. Corporate subsidiaries may submit the consolidated statement of a parent company only when accompanied by the parent's unconditional express written guaranty, in a form acceptable to the COUNTY, of the PROPOSER'S contractual obligations. Financial statements will be kept confidential if so stamped on each page. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

#### **2.9.5 Section C: Proposer's Approach to Provide Required Services**

The PROPOSER'S Approach to Provide Required Services section of the Proposal shall present a description of the techniques that the firm will employ in meeting the objectives described in COUNTY'S *Statement of Work (SOW) (refer to Appendix B)*. This section shall be a comprehensive plan to show how the PROPOSER will provide the services requested by the COUNTY including, but not limited to the requirements in *Appendix B, Statement of Work, Paragraph 2.0 "Specific Tasks"*:

- start-up plan; and
- method of providing required services; and
- plan for maintaining confidentiality and security; and
- plan for handling emergency conditions (e.g., blackouts, work stoppage).

Reference to or repetition of scope, objectives, and requirements from this RFP does not constitute a "good understanding" of the project. Complete, yet concise, supplementary procedures, methods, explanations and descriptions are also required to make possible the COUNTY'S evaluation as to the PROPOSER'S understanding.

**2.9.6 Section D: Proposer's Quality Control Plan**

Present a comprehensive Quality Control Plan to be utilized by the PROPOSER to ensure the required services are provided as specified in *Appendix B, Statement of Work*. The plan and any future amendments shall include an identified monitoring system covering all the services listed in the *Performance Requirements Summary Chart - Appendix C, Technical Exhibit 1* and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- File of all monitoring results, including documentation methods and any corrective action taken.

An updated copy must be provided to COUNTY Program Manager for review and approval within two (2) weeks prior to the start of service and as changes occur.

**2.9.7 Section E: Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to Section E**

- A. It is the duty of every PROPOSER to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the COUNTY'S expectation that in submitting a Proposal the PROPOSERS will accept, as stated, the COUNTY'S terms and conditions in the Sample Contract and the COUNTY'S requirements in the Statement of Work. However, the PROPOSERS are provided the opportunity to take exceptions to the COUNTY'S terms, conditions, and requirements.
- B. The PROPOSER'S response must include:

1. **Section E.1.** A statement offering the PROPOSER'S acceptance of or exceptions to all terms and conditions listed in *Appendix A, Sample Contract*.
2. **Section E.2.** A statement offering the PROPOSER'S acceptance of or exceptions to all requirements listed in *Appendix B, Statement of Work*; and
3. For each exception, the PROPOSER shall provide:
  - An explanation of the reason(s) for the exception;
  - The proposed alternative language; and
  - A description of the impact, if any, to the PROPOSER'S price.
- C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The COUNTY relies on this procedure and any PROPOSER who fails to make timely exceptions as required herein, may be barred, at the COUNTY'S sole discretion, from later making such exceptions.
- D. The COUNTY reserves the right to determine if PROPOSERS' exceptions are material enough to deem the Proposal non-responsive and not subject to further evaluation.
- E. The COUNTY reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

#### **2.9.8 Section F: Additional Data**

Section F must be entitled "Additional Data" and will contain material and data not specifically requested for evaluation, but which the PROPOSER wishes to submit. This may include the following items:

- A. Standard sales brochures and materials with minimal technical content;
- B. Pictorial material of the type used as space fillers; and
- C. General narrative of non-specific nature.

### **2.9.9 Section G: Business Proposal Required Forms**

Proposal shall include all completed, signed and dated forms identified in Appendix D- Required Forms.

**Exhibit 1 Proposer's Organization Questionnaire/Affidavit**

**Exhibit 2 Prospective Contractor Reference**

**Exhibit 3 Prospective Contractor List of Contractors**

**Exhibit 4 Prospective Contractor List of Terminated Contracts**

**Exhibit 5 Certification of No Conflict Interest**

**Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification**

**Exhibit 7 Intentionally Omitted**

**Exhibit 8 Proposer's EEO Certification**

**Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants**

**Exhibit 10 Contractor Employee Jury Service Program – Certification Form and Application for Exception**

**(Exhibits 11-14, Cost Forms should be included in the Cost Proposal)**

**Exhibit 15-19 Intentionally Omitted**

**Exhibit 20 Charitable Contributions Certification**

**Exhibit 21 Intentionally Omitted**

**Exhibit 22 Defaulted Property Tax Reduction Program**

### **2.9.11 Last Page of Business Proposal**

The last page of the Proposal must list names of all joint ventures, partners, SUBCONTRACTORS or others having any right or interest in the Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the PROPOSER in a Contract, as follows:



Respectfully submitted,

(PROPOSER'S Name and Address and names and addresses of joint ventures, partners, SUBCONTRACTORS or other parties)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_

## 2.10 Cost Proposal Format

The Cost Proposal must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract. Include the following information in the order listed below. All Exhibits are provided in *Appendix D, Required Forms*.

➤ **Cover Page** identifying, at a minimum, the RFP and the PROPOSER'S name.

➤ **Required Forms:**

**Exhibit 11: Pricing Sheet**

**Exhibit 12: Certification of Independent Price Determination & Acknowledgement of RFP Restrictions**

**Exhibit 13: Budget Sheet**

**Exhibit 13A: Budget Narrative Sheet**

All Proposals **must** have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item.

## **2.11 Proposal Submission**

- 2.11.1 Until the Proposal submission deadline, errors in Proposals may be corrected by a request in writing to withdraw the Proposal and by submission of another set of Proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of Proposals has passed.
- 2.11.2 The CONTRACTOR must mail or hand-deliver an original (marked as original) and ten (10) numbered copies of the Proposal and any related information to:

**Thomas Delury, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-63  
Downey, CA 90242  
(562) 940-2633**

**The last date on which Proposals will be accepted is no later than 12:00 p.m., PT, on Friday, November 22, 2013. No facsimile (FAX) or electronic mail (E-MAIL) copies will be accepted.**

- 2.11.3 Proposal shall be enclosed in a sealed container, plainly marked in the upper left-hand corner with the name and address of the CONTRACTOR, and bear the words **“COMPREHENSIVE SERVICES TO THE ASSEMBLY BILL (AB) 109 POPULATION FOR THE COUNTY OF LOS ANGELES.”**
- 2.11.4 It is the sole responsibility of the submitting PROPOSER to ensure that its Proposal is received before the submittal deadline. Submitting PROPOSERS shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed above, will not be accepted and be returned to the sender unopened.
- 2.11.5 All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the COUNTY'S sole discretion.

## **2.12 Proposal Withdrawals**

All Proposals shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit Proposals.

### **3.0 SELECTION PROCESS AND EVALUATION CRITERIA**

#### **3.1 Selection Process**

The COUNTY reserves the sole right to judge the contents of the Proposals submitted pursuant to this RFP and to review, evaluate and select the successful Proposal(s). The selection process will begin with receipt of the Proposal(s) on **Friday, November 22, 2013**.

Evaluation of the Proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the Proposals and will use the evaluation approach described herein to select a prospective CONTRACTOR.

All Proposals will be evaluated based on the criteria listed below. All Proposals will receive a composite score and be ranked in numerical sequence from high to low. The COUNTY may also, at its option, invite PROPOSERS being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective CONTRACTOR has been selected, the COUNTY and the prospective CONTRACTOR(S) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the COUNTY may, at its sole discretion, begin Contract negotiations with the next qualified PROPOSER who submitted a Proposal, as determined by the COUNTY.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective CONTRACTOR.

The COUNTY retains the right to select a Proposal other than the Proposal receiving the highest number of points if COUNTY determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the COUNTY.

#### **3.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)**

COUNTY shall review the *Proposer's Organization Questionnaire/Affidavit - Exhibit 1 of Appendix D, Required Forms*, and determine if the PROPOSER meets the minimum mandatory requirements as outlined in Paragraph 1.4 of this RFP.

Failure of the PROPOSER to comply with the minimum mandatory requirements may eliminate its Proposal from any further consideration. The COUNTY may elect to waive any informality in a Proposal if the sum and substance of the Proposal is present.

### **3.3 Disqualification Review**

A Proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a Proposal is disqualified due to non-responsiveness, the Department shall notify the PROPOSER in writing.

Upon receipt of the written determination of non-responsiveness, the PROPOSER may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a PROPOSER;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting PROPOSER, in writing, prior to the conclusion of the evaluation process.

### **3.4 Business Proposal Evaluation and Criteria (80%)**

All Proposals will be evaluated based on the criteria listed below. All Proposals will receive a composite score and be ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation. The Evaluation Committee may also, at its option, invite PROPOSERS being evaluated to make a verbal presentation to the Evaluation Committee or conduct site visits, if appropriate.

If oral presentations are necessary, all PROPOSERS will be invited to make an oral presentation or, if oral presentations are not conducted, none of the PROPOSERS will be invited to make oral presentations. Oral presentations will not be evaluated and will only be conducted for clarification purposes. Information not included in the original Proposal will not be accepted or considered at the oral presentation.

**3.4.1 Proposer's Qualifications (45%)**

- **Proposer's Background and Experience (25%)**

PROPOSER will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the Proposal.

- **Proposer's References/Work History (10%)**

PROPOSER will be evaluated on the verification of references provided in Section B.2 of the Proposal. In addition to the references provided, a review will include the COUNTY'S Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on COUNTY or other Contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated Contracts will be conducted which may result in point deductions.

A review will be conducted to determine the significance of any litigation or judgments pending against the PROPOSER as provided in Section B.2.5 of the Proposal.

- **Financial Capability (10%)**

Evaluation of the PROPOSER'S financial capability based on information provided in Section B.3 of the Proposal. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

**3.4.2 Proposer's Approach to Provide Required Services (30%)**

The PROPOSER will be evaluated on its description of the methodology to be used to meet the COUNTY'S requirements based on information provided in Section C of the Proposal.

**3.4.3 Proposer's Quality Control Plan (5%)**

The PROPOSER will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Section D of the Proposal.

#### **3.4.4 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work**

PROPOSER will be evaluated on their willingness to accept the Terms and Conditions outlined in the *Sample Contract, Appendix A*, and the Requirements of the Statement of Work outlined in the *Statement of Work, Appendix B* as stated in Section E of the Proposal. The COUNTY may deduct one hundred (100) rating points or disqualify the Proposal in its entirety if the exceptions are material enough to deem the Proposal non-responsive.

PROPOSERS are further notified that the COUNTY may, in its sole determination, disqualify any PROPOSER with whom the COUNTY cannot satisfactorily negotiate a Contract.

### **3.5 Cost Proposal Evaluation Criteria (20%)**

Proposal includes a complete cost breakdown for the use of the funding allocation to provide all service components as described in the Statement of Work. This will include:

#### **3.5.1 Adequate explanations/descriptions of costs within each category of service.**

All Proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. Include adequate explanations/descriptions of costs within each category of service.

#### **3.5.2 Funds allocated to each cost category are reasonable and sufficient for the term of the Contract. (Refer to Cost Proposal Format)**

### **3.6 Intentionally Omitted**

### **3.7 Department's Proposed Contractor Selection Review**

#### **3.7.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department shall notify the remaining PROPOSERS in writing that the Department is entering negotiations with another PROPOSER. Upon receipt of the letter, any non-selected PROPOSER may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting PROPOSER'S response to the solicitation document with the evaluation document. The requesting PROPOSER shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other PROPOSERS shall not be discussed, although the Department may inform the requesting PROPOSER of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting PROPOSER of the manner and timeframe in which the requesting PROPOSER must notify the Department of its intent to request a *Proposed Contractor Selection Review* (see *Sub-paragraph 3.7.2 below*), if the requesting PROPOSER is not satisfied with the results of the Debriefing.

### **3.7.2 Proposed Contractor Selection Review**

Any PROPOSER that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a PROPOSER;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the Proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document.

- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating Proposals, resulting in the PROPOSER receiving an incorrect score and not being selected as the recommended CONTRACTOR.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the PROPOSER would have been the lowest cost, responsive and responsible bid or the highest-scored Proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the PROPOSER within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the PROPOSER of the manner and timeframe for requesting a review by a County Independent Review (see Paragraph 3.8 below).

### **3.8 County Independent Review Process**

Any PROPOSER that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Independent Review may, in the COUNTY'S sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1. The person or entity requesting review by a County Independent Review is a PROPOSER;
- 2. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and



3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Sub-paragraph 3.7.2 above.

Upon completion of the County Independent Review, ISD will forward its report to the Department, which will provide a copy to the PROPOSER.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

## **APPENDICES**

**APPENDIX A: SAMPLE CONTRACT**

**APPENDIX B: STATEMENT OF WORK**

**APPENDIX C: TECHNICAL EXHIBITS**

**APPENDIX D: REQUIRED FORMS**

**APPENDIX E: TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION  
REQUIREMENTS REVIEW**

**APPENDIX F: INTENTIONALLY OMITTED**

**APPENDIX G: JURY SERVICE ORDINANCE**

**APPENDIX H: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES  
COUNTY**

**APPENDIX I: IRS NOTICE 1015**

**APPENDIX J: SAFELY SURRENDERED BABY LAW**

**APPENDIX K: INTENTIONALLY OMITTED**

**APPENDIX L: INTENTIONALLY OMITTED**

**APPENDIX M: INTENTIONALLY OMITTED**

**APPENDIX N: BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES  
REGULATION**

**APPENDIX O: SEXUAL HARASSMENT POLICY**

**APPENDIX P: DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**APPENDIX A**

**SAMPLE RFP CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**TO PROVIDE**

**COMPREHENSIVE SERVICES TO**

**THE ASSEMBLY BILL (AB) 109 POPULATION**

**SAMPLE CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>RECITALS .....</b>		<b>1</b>
<b>PREAMBLE .....</b>		<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS.....</b>		<b>4</b>
<b>2.0 DEFINITIONS.....</b>		<b>6</b>
<b>3.0 WORK .....</b>		<b>6</b>
<b>4.0 TERM OF CONTRACT .....</b>		<b>7</b>
<b>5.0 CONTRACT SUM .....</b>		<b>7</b>
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY .....</b>		<b>10</b>
6.1 COUNTY'S CONTRACT MANAGER.....		10
6.2 COUNTY'S PROGRAM MANAGER.....		10
6.3 COUNTY'S CONTRACT MONITOR.....		10
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR.....</b>		<b>10</b>
7.1 CONTRACTOR'S PROJECT DIRECTOR.....		10
7.2 APPROVAL OF CONTRACTOR'S STAFF.....		12
7.3 INTENTIONALLY OMITTED.....		13
7.4 BACKGROUND AND SECURITY INVESTIGATIONS.....		13
7.5 CONFIDENTIALITY.....		15
7.6 NEPOTISM.....		16
<b>8.0 STANDARD TERMS AND CONDITIONS.....</b>		<b>17</b>
8.1 AMENDMENTS .....		17
8.2 ASSIGNMENT AND DELEGATION.....		17
8.3 AUTHORIZATION WARRANTY .....		18
8.4 BUDGET REDUCTIONS .....		18
8.5 COMPLAINTS .....		19
8.6 COMPLIANCE WITH APPLICABLE LAW .....		19
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS .....		20
8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM .....		20
8.9 CONFLICT OF INTEREST .....		22
8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.....		23

# SAMPLE CONTRACT PROVISIONS

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	23
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	23
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	26
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	26
8.15	COUNTY'S QUALITY ASSURANCE PLAN.....	27
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	27
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	27
8.18	FACSIMILE REPRESENTATIONS.....	28
8.19	FAIR LABOR STANDARDS .....	28
8.20	FORCE MAJEURE .....	28
8.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	29
8.22	INDEPENDENT CONTRACTOR STATUS.....	29
8.23	INDEMNIFICATION.....	30
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE REQUIREMENTS.....	30
8.25	INSURANCE COVERAGE REQUIREMENTS.....	35
8.26	LIQUIDATED DAMAGES .....	36
8.27	MOST FAVORED PUBLIC ENTITY .....	37
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	37
8.29	NON EXCLUSIVITY.....	39
8.30	NOTICE OF DELAYS .....	39
8.31	NOTICE OF DISPUTES .....	39
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	39
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	39
8.34	NOTICES.....	40
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	40
8.36	PUBLIC RECORDS ACT .....	40
8.37	PUBLICITY .....	41
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	41

# SAMPLE CONTRACT PROVISIONS

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.39	RECYCLED BOND PAPER.....	43
8.40	SUBCONTRACTING .....	43
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	44
8.42	TERMINATION FOR CONVENIENCE .....	44
8.43	TERMINATION FOR DEFAULT .....	45
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	46
8.45	TERMINATION FOR INSOLVENCY.....	47
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	47
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	48
8.48	VALIDITY .....	48
8.49	WAIVER.....	48
8.50	WARRANTY AGAINST CONTINGENT FEES.....	48
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	49
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	49
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>49</b>
9.1	INTENTIONALLY OMITTED.....	49
9.2	INTENTIONALLY OMITTED.....	49
9.3	INTENTIONALLY OMITTED.....	49
9.4	INTENTIONALLY OMITTED.....	49
9.5	INTENTIONALLY OMITTED.....	49
9.6	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	50
9.7	INTENTIONALLY OMITTED.....	50
9.8	SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING.....	50
	<b>SIGNATURES.....</b>	<b>51</b>

## **STANDARD EXHIBITS**

**(NOT ATTACHED - TO BE INCLUDED IN FINAL CONTRACT)**

A	STATEMENT OF WORK (SOW) .....
B	PRICING SHEET .....
C	INTENTIONALLY OMITTED .....
D	CONTRACTOR'S EEO CERTIFICATION .....
E	COUNTY'S ADMINISTRATION .....
F	CONTRACTOR'S ADMINISTRATION .....
G	EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER.....
G1	CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....
G2	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....
G3	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....
H	JURY SERVICE ORDINANCE.....
I	SAFELY SURRENDERED BABY LAW .....
J	INTENTIONALLY OMITTED .....
K	INTENTIONALLY OMITTED .....
L	INTENTIONALLY OMITTED .....
M	INTENTIONALLY OMITTED .....
N	INTENTIONALLY OMITTED .....
O	CHARITABLE CONTRIBUTIONS CERTIFICATION.....
P	BACKGROUND FORMS.....
Q	SEXUAL HARASSMENT POLICY .....
Q1	SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM .....
R	DEFAULTED PROPERTY TAX REDUCTION PROGRAM/FORM .....
S	CONTRACTOR'S DISCREPANCY REPORT .....
T	CONFIDENTIALITY OF CORI INFORMATION .....
U	PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART.....
V	AUXILIARY FUNDS REIMBURSEMENT .....
W	AB 109 AREA OFFICES AND JAIL FACILITY.....

**SAMPLE CONTRACT**  
**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**

---

**(CONTRACTOR)**

**TO PROVIDE**

**COMPREHENSIVE SERVICES TO THE ASSEMBLY BILL (AB) 109 POPULATION**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as COUNTY and \_\_\_\_\_, hereinafter referred to as CONTRACTOR. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department has a need for the services of a CONTRACTOR to provide comprehensive services to the Assembly Bill (AB) 109 population, and

**WHEREAS**, the COUNTY through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000; and

**WHEREAS**, the CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

**PREAMBLE**

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.



The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.

- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

### **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

### **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

### **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeal procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, L, M, N, O, P, Q, Q1, R, S, T, U, V and W and are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Employee's Acknowledgment of Employer
- EXHIBIT G1 - Contractor Acknowledgment and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Intentionally Omitted
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Background Forms
- 1.17 EXHIBIT Q - Sexual Harassment Policy
- EXHIBIT Q1 - Sexual Harassment/Discrimination/Retaliation Prohibited Form
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contractor's Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS Chart)
- 1.22 EXHIBIT V - Auxiliary Funds Reimbursement
- 1.23 EXHIBIT W - AB 109 Area Offices and Jail Facility

This Contract, the Exhibits and the CONTRACTOR'S Proposal, incorporated herein by reference, dated \_\_\_\_\_, \_\_\_\_\_ hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1, Amendments, and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 **CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 2.5 **COUNTY Contract Monitor:** Person with the responsibility to monitor the Contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager.
- 2.6 **COUNTY Program Manager:** Person designated by COUNTY to manage the daily operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in *Exhibit A, Statement of Work*.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

#### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a twelve (12) month period commencing \_\_\_\_\_ through \_\_\_\_\_, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the CONTRACTOR, by mutual written agreement, for up to four (4) additional twelve (12) month periods for a maximum total Contract term of five (5) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a Contract term extension option.

- 4.3 The CONTRACTOR shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the County of Los Angeles Probation Department at the address herein provided in *Exhibit E, County's Administration*.

#### 5.0 CONTRACT SUM

- 5.1 The Contract fee under the terms of this Contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this Contract consistent with *Exhibit B, Pricing Sheet*. The total sum inclusive of all applicable taxes is estimated at **\$12,000,000** for the initial twelve (12) month period and for each of the subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

The CONTRACTOR shall submit monthly invoices for actual services provided under this Contract consistent with *Exhibit B, Pricing Sheet*. The CONTRACTOR shall retain all relevant supporting documents and make them available to COUNTY at any time for audit purposes. Invoices shall be specific as to the services provided.

COUNTY shall pay CONTRACTOR up to fifteen percent (15%) administrative/indirect actual costs of the total Contract amount for the initial Contract period, and for the subsequent 12-month option periods. Administrative/indirect costs shall not be in addition to, but a part of, the maximum Contract amount.

The CONTRACTOR shall submit monthly invoices for actual costs incurred for administrative/indirect costs. Invoices shall detail the administrative/indirect costs incurred and include supporting documentation for such cost. The CONTRACTOR shall retain all relevant supporting documents and make them available to COUNTY at any time for audit purposes. The CONTRACTOR shall return to the COUNTY any unspent funds in excess of actual administrative/indirect costs under this Contract at the end of each Contract year. CONTRACTOR must return to COUNTY any funds received in excess of administrative/indirect costs. CONTRACTOR agrees to be bound by applicable COUNTY unsupported and disallowed cost procedures, rules and regulations, and to repay to the COUNTY any amount, with its earned interest, which is found to violate the terms of this CONTRACT or applicable COUNTY provisions.

- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to County of Los Angeles Probation Department at the address herein provided in *Exhibit E, County's Administration*.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after

expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## **5.5 INVOICES AND PAYMENTS**

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work*, and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B, Pricing Sheet*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.
- 5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B, Pricing Sheet*.
- 5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A, Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**AB 109, Program Manager  
County of Los Angeles Probation Department  
9150 East Imperial Highway  
Downey, CA 90242**

### **5.5.6 County Approval of Invoices**

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.



## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Paragraphs are designated in *Exhibit E, County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **6.1 COUNTY'S CONTRACT MANAGER**

The responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

#### **6.2 COUNTY'S PROGRAM MANAGER**

The responsibilities of the COUNTY'S Program Manager include:

- meeting with the CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

#### **6.3 COUNTY'S CONTRACT MONITOR**

The COUNTY's Contract Monitor is responsible for the monitoring of the Contract and the CONTRACTOR. The COUNTY's Contract Monitor provides reports to COUNTY'S Contract Manager and COUNTY'S Program Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT DIRECTOR**

7.1.1 CONTRACTOR shall provide its own full time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director/alternate shall be available for telephone contact

between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, including COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with COUNTY.

- 7.1.2 When Contract work is being performed at times other than described above or when the CONTRACTOR'S Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally responsible individual shall be designated to act for the CONTRACTOR'S Project Director.
- 7.1.3 CONTRACTOR'S Project Director shall have provided the required services for a minimum of three (3) years within the last five (5) years and/or hold a bachelor's degree in business management, education, criminal justice, administration of justice, psychology, sociology or a related field, and is a current employee of the agency.
- 7.1.4 CONTRACTOR'S Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. CONTRACTOR'S Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 7.1.5 CONTRACTOR'S Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 7.1.6 COUNTY shall have the right of review and approval of the CONTRACTOR'S Project Director. COUNTY shall have the right of removal of the CONTRACTOR'S Project Director and any replacement recommended by CONTRACTOR.
- 7.1.7 CONTRACTOR'S Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.
- 7.1.8 CONTRACTOR'S Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings, and observing and reviewing/supervising staff.
- 7.1.9 CONTRACTOR'S Project Director shall maintain documentation demonstrating that the contracted services are evaluated on an annual or semi-annual basis throughout the Contract term and

maintain documentation of evidence-based practices supporting the CONTRACTOR'S program and service delivery methods.

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR'S staff performing work hereunder and any proposed changes in the CONTRACTOR'S staff, including, but not limited to, the CONTRACTOR'S Project Director.

### **7.2.1 CONTRACTOR Personnel**

7.2.1.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. CONTRACTOR shall maintain professional staff with a minimum of two (2) years' experience working with program population. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract.

7.2.1.2 CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment** (*Refer to Exhibit T, Confidentiality of CORI Information*).

7.2.1.3 All personnel must be able to read, write, spell, speak, and understand English.

7.2.1.4 COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.

- 7.2.1.5 COUNTY reserves the right to have COUNTY Program Manager or a designated alternate, interview any or all prospective employees of CONTRACTOR.
- 7.2.1.6 CONTRACTOR shall be required to conduct a background check of their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.
- 7.2.1.7 CONTRACTOR staff shall be assessed annually on service delivery skills. Assessments will be documented and made available to COUNTY.
- 7.2.1.8 CONTRACTOR staff shall receive regular supervision relevant to the services they are expected to provide.
- 7.2.1.9 CONTRACTOR staff shall receive proper training in the theory and practices used in the CONTRACTOR'S program and as approved by COUNTY.
- 7.2.1.10 CONTRACTOR staff shall receive and be familiar with CONTRACTOR'S ethical guidelines or code of ethics for staff. Guidelines shall guide staff interactions with participants, ensure that staff understands their roles, and establish appropriate boundaries with clients.

### **7.3 INTENTIONALLY OMITTED**

### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of CONTRACTOR's staff are required as a condition of beginning and continuing work under resulting Contract. The cost of background checks is the responsibility of the CONTRACTOR. CONTRACTOR shall be responsible for the ongoing implementation and monitoring of *Sub-paragraphs 7.4.1 through 7.4.7*. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to the COUNTY, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from COUNTY.

- 7.4.1 CONTRACTOR shall submit the names of CONTRACTOR's or Subcontractor's employees to the COUNTY Program Manager prior to the employee starting work on this Contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR's or Subcontractor's employees, and shall conduct background investigations of CONTRACTOR's or Subcontractor's employees at

any time. **The CONTRACTOR'S or Subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from COUNTY.**

- 7.4.2 No personnel employed by the CONTRACTOR or Subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to COUNTY and employment of the employee for this service is approved in writing by the COUNTY.
- 7.4.3 COUNTY reserves the right to preclude CONTRACTOR or Subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.4.4 No CONTRACTOR or Subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.4.5 No personnel employed by the CONTRACTOR or Subcontractor for this Contract that has been on probation or parole and has sustained a violation or any circumstance leading to custody/confinement time within the last three years prior to proposed employment, shall be eligible to provide services on this Contract. All CONTRACTOR or Subcontractor staff performing services under this Contract shall be able to demonstrate at least 3 years of no confinement time and lawful behavior. The three years may include the period of supervision on probation or parole. The CONTRACTOR or Subcontractor may appeal any disqualifications which will be reviewed on a case by case basis with the final decision remaining with the COUNTY.
- 7.4.6 CONTRACTOR or Subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the COUNTY.
- 7.4.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR's or Subcontractor's employees; COUNTY will bill CONTRACTOR to recover expenses. The current amount is \$32.00 per record check, which is subject to change by the State.

## 7.5 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all COUNTY information provided for use by the CONTRACTOR.

7.5.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

7.5.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.2.1 CONTRACTOR shall sign and adhere to the provisions of *Exhibit G1, Contractor Acknowledgement and Confidentiality Agreement*.

7.5.2.2 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G2, Contractor Employee Acknowledgment and Confidentiality Agreement*.

7.5.2.3 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement*.

7.5.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.5, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 7.5 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment,

COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

#### 7.5.4 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information provided to CONTRACTOR is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.5.5 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (*Refer to Exhibit T, Confidentiality of CORI Information*) regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI forms and forward copies to the COUNTY Program Manager within five (5) business days of start of employment.

7.5.6 Violations: CONTRACTOR agrees to inform all of its employees, agents, Subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

### 7.6 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this Paragraph, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

### **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the



event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **8.3 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
- 8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs,

and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit D, Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H, Jury Service Ordinance*, and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of

“CONTRACTOR” or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY’S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “CONTRACTOR” and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR’S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY’S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY’S approval or ongoing evaluation of such work.
- 8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

### **8.12.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies

provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

#### **8.12.3 Non-responsible Contractor**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of the time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify,



deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of CONTRACTOR shall not constitute a force majeure event, unless

such default arises out of causes beyond the control of both CONTRACTOR and such Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.20.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the

CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

- 8.22.4 As previously instructed in Paragraph 7.5, Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to *Exhibit G2, Contractor Employee Acknowledgment and Confidentiality Agreement*. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to *Exhibit G3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement*. Original to be retained on file with CONTRACTOR, a copy is to be sent to COUNTY Program Manager.

## **8.23 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), or arising from and/or relating to this Contract. The CONTRACTOR's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct".

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE REQUIREMENTS**

Without limiting CONTRACTOR'S indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

#### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to Contractor's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Thomas Delury, Contract Analyst  
Los Angeles County Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-63  
Downey, CA 90242**

- CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR'S General Liability policy with respect to liability arising out of CONTRACTOR'S ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR'S acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY'S minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

CONTRACTOR'S insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR'S own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the



Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY'S prior review and approval of any Subcontractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

CONTRACTOR'S policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR'S payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.14 **County Review and Approval of Insurance Requirements**

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY'S determination of changes in risk exposures.

### 8.25 **INSURANCE COVERAGE REQUIREMENTS**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR'S use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR'S operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## 8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:
- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in *Exhibit U, Performance Requirements Summary (PRS) Chart*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or
  - (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source,

whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D, Contractor's EEO Certification*.

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such

action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict County of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY'S Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY'S Program Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I, Safely Surrendered Baby Law*, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration, and Exhibit F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY

from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 PUBLICITY**

8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Program Manager. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its Proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County,



provided that if any such material is located outside Los Angeles County, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 8.38.4 CONTRACTOR agrees to be bound by applicable COUNTY unsupported and disallowed cost procedures, rules and regulations, and to repay to COUNTY any amount, with its earned interest, which is found to violate the terms of this Contract or applicable COUNTY provisions.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

- 8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the COUNTY.
- 8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.40.6 The COUNTY'S Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract

by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.

- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**Thomas Delury, Contract Analyst  
Los Angeles County Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-63  
Downey, CA 90242**

before any Subcontractor employee may perform any work hereunder.

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Paragraph 8.43 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The

date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Paragraph 8.38, Record Retention And Inspection/Audit Settlement.

#### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to

the extent not terminated under the provisions of this Sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience.
- 8.43.5 The rights and remedies of the COUNTY provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment

with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as

defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206 (*Exhibit R, Defaulted Property Tax Reduction Program/Form*).

#### **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.51 – Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this CONTRACTOR and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206 (*Exhibit R, Defaulted Property Tax Reduction Program/Form*).

### **9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 INTENTIONALLY OMITTED**

**9.2 INTENTIONALLY OMITTED**

**9.3 INTENTIONALLY OMITTED**

**9.4 INTENTIONALLY OMITTED**

**9.5 INTENTIONALLY OMITTED**



## **9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the Charitable Contributions Certification, Exhibit O, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.7 INTENTIONALLY OMITTED**

## **9.8 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING**

9.8.1 CONTRACTOR shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon County Code Section 5.09. (*Exhibit Q, Sexual Harassment Policy*)

9.8.2 CONTRACTOR shall provide County of Los Angeles Probation Department with a Certified Document (*Exhibit Q1, Sexual Harassment/ Discrimination/Retaliation Prohibited Form*) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the CONTRACTOR'S staff before performing services under this Contract.

**IN WITNESS WHEREOF**, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer- Clerk  
Of the Board of Supervisors

BY \_\_\_\_\_

(NAME OF CONTRACTOR)

By \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

JOHN F. KRATTLI  
COUNTY COUNSEL

By \_\_\_\_\_  
MILLICENT L. ROLON  
PRINCIPAL DEPUTY COUNTY COUNSEL

\_\_\_\_\_  
Date

## **APPENDIX B**

### **STATEMENT OF WORK**

## **TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
1.0	SCOPE OF WORK.....	1
2.0	SPECIFIC TASKS .....	2
3.0	QUALITY CONTROL PLAN .....	21
4.0	QUALITY ASSURANCE PLAN.....	22
5.0	DEFINITIONS.....	23
6.0	RESPONSIBILITIES.....	24
	<u>COUNTY</u> .....	25
6.1	Personnel.....	25
	<u>CONTRACTOR</u> .....	25
6.2	CONTRACTOR Project Director.....	25
6.3	CONTRACTOR Personnel .....	26
6.4	CONTRACTOR Furnished Items.....	27
6.5	CONTRACTOR'S Office .....	27
7.0	HOURS/DAYS OF WORK.....	28
8.0	UNSCHEDULED WORK .....	28
9.0	PERFORMANCE REQUIREMENTS SUMMARY.....	28

## **APPENDIX B STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

- 1.1 CONTRACTOR shall provide comprehensive services to the COUNTY'S Assembly Bill (AB) 109 population (hereinafter referred to as participants) to enable successful reintegration into the community. Services include System Navigation, Housing and Case Management, and Employment Services. COUNTY anticipates making approximately 8400 referrals for Housing and 800 referrals for Employment Services. The actual number of referrals will be based on COUNTY needs.
- 1.2 CONTRACTOR may provide services in their facilities only if the facility was providing said services prior to the start of this contract. CONTRACTOR shall provide a list of current facilities and services provided at each facility to the COUNTY no later than 30 days after the start of this contract. CONTRACTOR shall not open new facilities or satellite facilities to provide contracted services unless approved by the COUNTY. CONTRACTOR may subcontract services as approved by COUNTY.
- 1.3 CONTRACTOR shall provide the following services on a fee-for-service basis:
  - 1.3.1 System Navigation
  - 1.3.2 Housing and Case Management
  - 1.3.3 Employment Services
- 1.4 CONTRACTOR shall adhere to the following COUNTY referral process:
  - 1.4.1 Designated, approved COUNTY staff will use referral forms to refer participants to the CONTRACTOR. The referral forms shall include participant's identification and case related information.
  - 1.4.2 CONTRACTOR shall complete and submit a COUNTY generated authorization form to release confidential records.
  - 1.4.3 All referrals must originate from COUNTY. Self-referrals by CONTRACTOR or outside agency are not permitted. All referrals must be signed by designated COUNTY staff in order to be considered valid.

- 1.4.4 CONTRACTOR shall be required to establish and maintain a corporate email address that will be the depository for all COUNTY referrals.
- 1.4.5 CONTRACTOR shall acknowledge receipt of all COUNTY referrals within one business day. CONTRACTOR shall sign each referral indicating requested services will be provided within COUNTY'S required timeline. CONTRACTOR shall send a signed copy of referral back within 48 hours to referring COUNTY Deputy Probation Officer (DPO) and COUNTY'S central email depository AB109Referrals@Probation.LACounty.gov.
- 1.4.6 CONTRACTOR must complete a notice of intent to stop service section of the referral form by emailing a signed copy of the referral to the referring COUNTY DPO and COUNTY'S central email depository AB109Referrals@Probation.LACounty.gov within 48 hours of service completion and/or termination date.
  - 1.4.6.1 The referral form shall include the following:
    - 1.4.6.1.1 Service completion/termination date
    - 1.4.6.1.2 Supporting documentation to verify successful completion of each component
    - 1.4.6.1.3 Service termination resulting from participants failure to comply with CONTRACTOR'S programming requirement or failure to participate (no-shows, AWOLS, etc.)

## **2.0 SPECIFIC TASKS**

To meet the stated goals and objectives, CONTRACTOR shall provide the following:

### **2.1 System Navigation**

- 2.1.1 CONTRACTOR shall provide eight (8) System Navigators that shall be responsible for assessing the participants' community re-entry. A System Navigator shall be located at each of the seven (7) COUNTY AB 109 Supervision Area Offices and the Sheriff's Department County Jail (*Appendix C, Technical Exhibit 5*). Each System Navigator shall work four (4) days per week, Monday through Thursday, excluding COUNTY holidays, from 10:00 a.m. to 3:00 p.m.

- 2.1.2 The System Navigators shall provide links to services and ensure that participants acquire all eligibility support documents that are necessary for employment, including but not limited to, social security cards, and valid identification cards.
- 2.1.3 The System Navigators shall determine what benefits each participant is entitled to receive.
- 2.1.4 The System Navigators shall maintain daily sign-in logs and documents that outline services provided, including but not limited to, copies of all service applications completed by the participant.
- 2.1.5 The System Navigators shall provide monthly reports to the COUNTY identifying the number of eligibility support documents completed and services obtained.
- 2.1.6 The System Navigators shall maintain a current list of resources that are offered within the community. At a minimum, the list of resources shall include:
  - 2.1.6.1 Medical
  - 2.1.6.2 Dental
  - 2.1.6.3 Mental Health
  - 2.1.6.4 Public Health
  - 2.1.6.5 Educational
  - 2.1.6.6 Vocational
  - 2.1.6.7 Social Services
  - 2.1.6.8 Information that assists with the determination of eligibility for State, Federal, or County entitlement programs.
- 2.1.7 Performance Measures
  - 2.1.7.1 One hundred percent (100%) of eligible participants shall receive assistance in obtaining eligibility support documents.

- 2.1.7.2 One hundred percent (100%) of eligible participants shall receive assistance in completing and submitting required forms for eligible public assistance.

## 2.2 Housing and Case Management

- 2.2.1 CONTRACTOR shall provide suitable housing for all participants. CONTRACTOR shall ensure that service providers deliver housing services in a clean, safe, and welcoming environment. CONTRACTOR shall ensure that service providers maintain the following:

- 2.2.1.1 Mandatory Daily Sign-in and Attendance Log
- 2.2.1.2 Professional atmosphere
- 2.2.1.3 Display vision, mission, and values statements
- 2.2.1.4 Provide a clean and comfortable waiting area
- 2.2.1.5 Privacy

- 2.2.2 CONTRACTOR shall complete a standardized re-entry assessment tool approved by the COUNTY for every participant referred for housing services within seven (7) days of placement. Placement is defined as the participant being placed in a housing facility. The re-entry assessment shall include, but not be limited to, the following information:

- 2.2.2.1 Unemployment
- 2.2.2.2 Family Issues
- 2.2.2.3 Transportation
- 2.2.2.4 Prohibitive Housing based on Criminal History
- 2.2.2.5 Chronic Homelessness
- 2.2.2.6 Welfare Time Limits
- 2.2.2.7 Foster Care AB12 Eligibility

- 2.2.3 CONTRACTOR shall complete and submit an individual case plan developed in collaboration with participants that have been housed for 30 days. The individual case plan shall be completed and submitted to the COUNTY by the 10<sup>th</sup> day following the month of placement. CONTRACTOR shall provide monthly individual case



management sessions and update the participant's individual case plan. The individual case plan shall include, but not be limited to the following information:

- 2.2.3.1 Identified targeted needs (entitlement benefits, clothing, personal items, etc.)
- 2.2.3.2 Employment status and/or financial factors that will lead to permanent self-sufficiency
- 2.2.3.3 Barriers to self-sufficiency and a plan to address each barrier
- 2.2.3.4 Target dates for housing completion
- 2.2.3.5 Transition plan post-housing
- 2.2.4 COUNTY shall pay up to 90 days for housing (excluding shelters). If necessary, COUNTY may pay an additional 90 days due to extenuating circumstances (e.g., benefits acquisition, awaiting permanent subsidized housing, compiling savings, etc.) All extensions must originate from a COUNTY approved referral form. Failure to secure an approved referral form will result in non-payment for the extended days of service. If the participant wishes to remain independently after COUNTY funding has expired, he or she may do so providing the agency agrees and the participant can make independent arrangements to self-pay for housing.
- 2.2.5 COUNTY shall pay up to 10 days for Emergency Shelters and Homeless Shelters (shelters). If necessary, COUNTY may pay an additional 10 days due to extenuating circumstances (e.g. applying for SSI, etc.). All extensions must originate from a COUNTY approved referral form. Failure to secure an approved referral form will result in non-payment for the extended days of service. If the participant wishes to remain independently after COUNTY funding has expired, he or she may do so providing the agency agrees and the participant can make independent arrangements to self-pay for housing.
- 2.2.6 Prior to discharging a participant, CONTRACTOR shall provide COUNTY a Notice of Intent to Stop Services Form (Form) that documents efforts to stabilize the placement, in advance of any anticipated termination. The Form must be provided by way of e-mail to both the referring DPO and the COUNTY'S central email depository [AB109Referrals@Probation.LACounty.gov](mailto:AB109Referrals@Probation.LACounty.gov). CONTRACTOR shall provide the Form no less than 48 hours prior to the anticipated discharge date, unless it is necessary, due to an

immediate threat to the health and safety of others to discharge the participant sooner.

2.2.7 CONTRACTOR shall be required to terminate housing services (close the bed) to any participant that fails to report within 24 hours, AWOLs the facility for 24 hours or is terminated from COUNTY supervision. CONTRACTOR is required to send a Notice of Intent to Stop Services Form to the referring DPO and COUNTY'S central email depository [AB109Referrals@Probation.LACounty.gov](mailto:AB109Referrals@Probation.LACounty.gov) within 48 hours. The CONTRACTOR will be required to initiate local law enforcement intervention for immediate removals/terminations for the safety of the facility.

2.2.8 CONTRACTOR shall notify COUNTY in writing of any known participant's arrest and/or subsequent conviction with the exception of minor traffic offenses.

2.2.9 CONTRACTOR shall provide monthly progress reports by the 15<sup>th</sup> of the following month as approved by COUNTY to the COUNTY. At a minimum the monthly report shall include:

2.2.9.1 List of participants by site;

2.2.9.2 Status of case plan goals by participant;

2.2.9.3 Status of housing compliance by participant;

2.2.9.4 Special incidents at the housing site;

2.2.9.5 Non-successful housing placement (e.g., permanent housing not obtained, evicted, absconded, walked away); and

2.2.9.6 Participant referrals to community resources.

2.2.10 CONTRACTOR shall maintain a current list of resources at each housing facility that offer services that are not provided by the housing program. At a minimum, the list of resources shall include:

2.2.10.1 Medical

2.2.10.2 Dental

2.2.10.3 Mental Health

2.2.10.4 Public Health

2.2.10.5 Educational

2.2.10.6 Vocational

2.2.10.7 Social Services

2.2.10.8 Information that assists with the determination of eligibility for state, federal, or county entitlement programs

2.2.11 CONTRACTOR shall immediately contact the 24-hour Community-Based Provider Hotline (626) 308-5271 in the event of an emergency involving a housing site, staff or participant. Within 24 hours, the CONTRACTOR shall submit a detailed critical incident notification via email to the COUNTY'S central email depository [AB109NonCompliance@probation.lacounty.gov](mailto:AB109NonCompliance@probation.lacounty.gov). All incident documentation (witness affidavits, law enforcement reports, house manager's contact information, etc.) shall be included with the incident report detailing the circumstances of the event.

2.2.12 CONTRACTOR shall provide housing for participants who are registered sex offenders in accordance with registration and residency requirements including:

2.2.12.1 Participant shall not reside with another registered sex offender in a single family residence unless related by blood, marriage or adoption, excluding children.

2.2.12.2 In accordance with Proposition 83, participants regardless of sex offense shall not be placed within 2,640 feet of a school or park where children frequently gather.

2.2.12.3 CONTRACTOR shall advise and verify that participant has registered with the local law enforcement agency of their change in residence within 5 days of placement.

2.2.12.4 Sex offenders can be mixed in all housing types as long as the placement is in compliance with all applicable state and local laws. All housing sites must be pre-approved by the COUNTY.

2.2.13 CONTRACTOR shall ensure that the participants are provided with personal care/hygiene items, including but not limited to, soap, toothpaste, toothbrush, shampoo and deodorant.

2.2.14 CONTRACTOR shall ensure that each participant receives three (3) nutritional meals daily; at least two of these must be hot meals.

2.2.15 CONTRACTOR shall provide transportation (bus tokens/pass) to participants for any medical and/or COUNTY related appointments.

2.2.16 CONTRACTOR shall make available the following types of housing:

2.2.16.1 Transitional Housing

2.2.16.1.1 Provides on-site supervision 24 hours per day, seven (7) days a week and provides ancillary services referrals as needed. Transitional Housing sites must adhere to all County and State certifications and/or regulations.

2.2.16.2 Parent with Child Transitional Housing (PCTH)

2.2.16.2.1 These facilities/housing environments must be parent gender specific (housing for mothers with children only or housing for fathers with children only). CONTRACTOR shall ensure that homes do not allow male and female participants to reside in the same housing environment. PCTH adheres to all of the guidelines of a regular Transitional Housing with the addition of allowing participants with dependent children to have their children with them, on site.

2.2.16.3 Sober Living Environment (SLE)

2.2.16.3.1 The SLE consists of shelter in a residence which is self-governed by the participants and where no on-site treatment services or activities are conducted with the exception of house meetings.

2.2.16.4 Emergency Shelters and Homeless Shelters (Shelters)

2.2.16.4.1 Shelters are places for participants to live temporarily when they are homeless and/or cannot live in their previous residence.

2.2.16.5 Board and Care

2.2.16.5.1 Board and Care, also known as Residential Care housing, shall be certified by the State's

Community Care Licensing. Board and Care housing is provided to participants with medical needs that do not require skilled nursing as determined by the County of Los Angeles Department of Health Services. Participants will be provided with assistance for daily living activities such as bathing, dressing, toileting, urinary or bowel incontinency care.

2.2.16.5.2 CONTRACTOR shall provide case management services to include outpatient healthcare and application of entitlement benefits required to support long-term living.

2.2.16.5.3 CONTRACTOR shall assist participants with the completion of the benefits application and work with the participants' healthcare provider to obtain "presumptive condition" information for submission with the benefits application.

2.2.16.5.4 CONTRACTOR shall work with County of Los Angeles Public Social Services to expedite the establishment of benefits to offset costs of long-term care facility housing.

2.2.16.5.5 CONTRACTOR shall terminate services upon acceptance of benefits and/or transition to a long-term care facility, and notify COUNTY of long-term housing plan within 24 hours of notification of established benefits.

#### 2.2.16.6 Skilled Nursing

2.2.16.6.1 Skilled Nursing Facilities (SNF) are health care facilities licensed by the California Department of Health Services. Participant eligibility is determined by the California Department of Health Services. CONTRACTOR shall provide housing for those participants in need of services that involve managing complex and serious medical problems such as infections, wound care, and IV therapy at SNF. As medical facilities, they are allowed to provide services

that cannot be dispensed in board and care homes. They offer both short and long-term care options for those with serious problems and disabilities such as quadriplegics, Muscular Sclerosis (MS), Amyotrophic Lateral Sclerosis (AM), and others who are bedridden and are unable to do anything on their own.

2.2.16.6.2 CONTRACTOR shall receive a referral with medical information to determine acceptance of participant into the SNF and will notify COUNTY of acceptance within 24 hours.

2.2.16.6.3 CONTRACTOR shall provide case management services to include outpatient healthcare and application for entitlement benefits required to support long-term living. CONTRACTOR shall work with the participant to establish benefits and transfer the participant to a long-term care facility utilizing entitlement benefits.

2.2.16.6.4 CONTRACTOR shall assist participants with the completion of the long-term benefits application and work with the participant's healthcare provider to obtain "presumptive condition" information for submission with the benefits application.

2.2.16.6.5 CONTRACTOR shall work with County of Los Angeles Department of Public Social Services to expedite establishment of benefits to offset costs and reimburse the COUNTY for benefits received retroactive to the date of application.

2.2.16.6.6 CONTRACTOR shall terminate services upon acceptance of benefits and transition to long-term care facility housing and notify the COUNTY of the long-term housing plan within 24 hours of notification of established benefits.

2.2.16.6.7 CONTRACTOR will work collaboratively with the County of Los Angeles Department of

Health Services medical staff to ensure healthcare is coordinated to stabilize and rehabilitate the participant.

#### 2.2.16.7 Recuperative Care (RC)

2.2.16.7.1 An RC facility provides meals, case management and medical care to participants. The RC facility offers short-term care to participants with conditions that require stabilization that would otherwise be exacerbated by living in the other types of housing provided under this contract. Participants for RC housing must:

2.2.16.7.1.1 Have an acute medical illness or condition that requires stabilization

2.2.16.7.1.2 Be independent in the activities of daily living and medication administration

2.2.16.7.1.3 Be willing to see a Licensed Vocational Nurse (LVN) or Registered Nurse (RN) as needed and comply with medical recommendations

2.2.16.7.1.4 Have bowel and bladder control

2.2.16.7.1.5 Be medically and psychiatrically stable enough to receive care in the facility (participant cannot be suicidal or homicidal)

2.2.16.7.1.6 Have a condition with an identifiable end point of care for discharge

#### 2.2.17 Performance Measures

2.2.17.1 One hundred percent (100%) of eligible participants shall receive housing within 24 hours of initial referral.

- 2.2.17.2 Fifty percent (50%) of eligible participants will successfully complete their case plan objectives and obtain permanent housing.

## 2.3 Employment Services

2.3.1 CONTRACTOR shall provide support and facilitate job placement and employment services. The services are intended to increase job readiness and job placement/retention with an aim toward employment that may lead to successful career paths. The services include a gender-specific component for females. Successful delivery of employment services will expose a participant to pro-social activities, pro-social individuals, and proper workplace behavior. The services shall include:

- 2.3.1.1 Individualized Assessment and Employment Eligibility Support

- 2.3.1.2 Job Readiness Workshops

- 2.3.1.3 Job Placement

- 2.3.1.4 Employment Retention

2.3.2 All participants shall have a case file with documentation of the services provided. All case files shall be made available for announced and unannounced COUNTY inspection. At a minimum, case files shall include the following:

- 2.3.2.1 Referral form

- 2.3.2.2 Authorization for Services (if subcontractor)

- 2.3.2.3 Release of Information form(s)

- 2.3.2.4 Completed assessment instrument

- 2.3.2.5 Work case plan

- 2.3.2.6 Progress notes

- 2.3.2.7 Signed receipts for bus tokens (if applicable)

- 2.3.2.8 Copy of valid identification

- 2.3.2.9 Copy of Social Security Card



2.3.3 CONTRACTOR shall have a sign-in sheet for all services provided.

2.3.4 Individualized Assessment and Employment Eligibility Support

2.3.4.1 CONTRACTOR shall provide and complete an assessment for all program participants using an industry-recognized and validated assessment instrument within seven (7) business days of receipt of COUNTY referral. CONTRACTOR shall present COUNTY with the proposed assessment instrument and COUNTY shall have the final approval of said document. At a minimum, the assessment instrument shall identify the participant's:

2.3.4.1.1 Traits

2.3.4.1.2 Strengths/weaknesses as they relate to employability

2.3.4.1.3 Skills

2.3.4.1.4 Interests

2.3.4.2 The assessment instrument shall:

2.3.4.2.1 Be validated, as determined by COUNTY

2.3.4.2.2 Be appropriate for the target population

2.3.4.2.3 Be interpreted correctly and integrated with other knowledge about the participant, including gender specific issues/needs

2.3.4.2.4 Result in a work case plan for all participants

2.3.4.2.5 Result in a gender-oriented and gender-focused work case plan for females that are assessed

2.3.4.3 Program participants shall be assessed by staff that are properly trained and experienced in utilizing assessment techniques and instruments.

2.3.4.4 CONTRACTOR shall make every effort to ensure that participants acquire all employment eligibility support documents that are necessary for employment, including but not limited to social security cards and valid photo identification cards.

2.3.4.5 CONTRACTOR shall send the resulting work case plan within five (5) business days of completion of assessment by fax or by U.S. mail to the referring DPO.

2.3.4.5.1 The work case plan shall include the following:

2.3.4.5.1.1 Specific services to be provided

2.3.4.5.1.2 Dates and times of scheduled services

2.3.4.5.1.3 Estimated completion date of services

2.3.4.5.1.4 Location of services

2.3.4.5.1.5 The method of transportation the participant will utilize to receive services

2.3.4.6 CONTRACTOR may be required to provide participants with bus tokens/bus pass.

## 2.3.5 Job Readiness Workshops

2.3.5.1 CONTRACTOR shall start Job Readiness Workshops within five (5) business days of completion of the assessment. If the participant has not attended Job Readiness Workshops within 30 days of completion of assessment, the referral will terminate and the CONTRACTOR shall submit an Intent to Stop Services Form within 48 hours to the referring DPO and COUNTY'S central email depository [AB109Referrals@Probation.LACounty.gov](mailto:AB109Referrals@Probation.LACounty.gov).

2.3.5.2 CONTRACTOR shall provide Job Readiness Workshops based upon the needs identified in the assessment and ensure that participants are able to describe their career goals and pathway to achieving those goals. A Job Readiness Workshop shall consist of a minimum of three (3) participants. Job Readiness Workshops must be completed within forty-five (45) calendar days of the participant's initial assessment.

2.3.5.3 Job Readiness Workshops shall contain an established curriculum that will prepare AB109 participants for employment and include:

2.3.5.3.1 Essential elements that are necessary for Job Readiness Workshops as outlined in the Department of Labor's Secretary's Commission on Achieving Necessary Skills (SCANS):

2.3.5.3.1.1 Basic skills (written and oral)

2.3.5.3.1.2 Application and resume writing

2.3.5.3.1.3 Job interview and practice/technique

2.3.5.3.1.4 Orientation/life skills

2.3.5.3.1.5 Job search techniques

2.3.5.3.1.6 Grooming and proper work habits

2.3.5.3.1.7 Good citizenship

2.3.5.3.1.8 Work-based learning

2.3.5.3.1.9 Financial literacy

2.3.5.3.1.10 Work ethics

2.3.5.3.1.11 Healthy relationships

2.3.5.4 Job Readiness Workshops shall include gender-specific training for females, but not be limited to, the following:

2.3.5.4.1 Gender-specific life skills training that relates to female issues in the workplace

2.3.5.4.2 Gender-specific problem-solving skills training that relates to female issues in the workplace

2.3.5.4.3 Interview skills including the video taping of simulated job interviews

2.3.5.4.4 Exploration of, and the needed preparation for various careers

2.3.5.5 CONTRACTOR shall provide participant a certificate of completion within five (5) business days of completing Job Readiness Workshops and send a copy within 48 hours to the referring DPO and COUNTY'S central email depository [AB109Referrals@Probation.LACounty.gov](mailto:AB109Referrals@Probation.LACounty.gov).

2.3.5.6 CONTRACTOR may be required to provide participants with bus tokens/bus pass.

#### 2.3.5.7 Performance Measures

2.3.5.7.1 Ninety percent (90%) of eligible participants shall complete an assessment, have a work case plan and employment eligibility support documents.

2.3.5.7.2 One hundred percent (100%) of eligible participants who complete Job Readiness Workshops shall receive a certificate of completion.

#### 2.3.6 Job Placement Services

2.3.6.1 CONTRACTOR shall provide job placement services. Job placement is defined as a program participant's direct placement with an employer on a "full-time" or "part-time" basis. "Full-time", for the purposes of this document is defined as being employed for a minimum of thirty-two (32) hours per week and "part-time" is defined as employment for a minimum of twenty (20) hours per week in accordance with the Workforce Investment Act (WIA) guidelines.

2.3.6.2 CONTRACTOR shall secure subsidized and/or unsubsidized slots for participants by collaborating with Work Source Centers, Workforce Investment Boards, Foundations, Community Based Organizations (CBOs), Faith Based Organizations (FBOs), private and local government agencies, education institutions, and vocational trade schools to provide employment opportunities, funding, job incentives, and supportive services.

2.3.6.3 CONTRACTOR shall maintain a tracking system for keeping information about where and when resumes are sent, job interviews are held, and the offers of employment that are made.

- 2.3.6.4 CONTRACTOR shall determine which industries and employers are willing to hire people with criminal records and encourage job development and placement in those sectors.
- 2.3.6.5 CONTRACTOR shall utilize results from the Individualized Assessment to match participant with suitable employment.
- 2.3.6.6 CONTRACTOR shall provide participants with written information about their prospective employers and documentation of their skills and experience.
- 2.3.6.7 CONTRACTOR shall identify occupations in growth industries that are suitable for program participants.
- 2.3.6.8 CONTRACTOR shall know how to access occupational information on the Internet.
- 2.3.6.9 CONTRACTOR shall have direct contact with hiring manager and have a script when reaching out to potential employers. At a minimum, the script shall include:
- 2.3.6.9.1 Introduction of themselves and the organization
  - 2.3.6.9.2 Explain the purpose of the call and an understanding of the employer's business and his or her needs
  - 2.3.6.9.3 Encourage the employer to discuss his or her needs
  - 2.3.6.9.4 Provide a description of the benefits to employer offered by the agency
  - 2.3.6.9.5 Provide an opportunity for an immediate referral or a follow-up at a specified time and place
- 2.3.6.10 CONTRACTOR shall be prepared to handle employer objections.
- 2.3.6.11 CONTRACTOR shall ensure participants are able to demonstrate the ability to respond appropriately to questions regarding their criminal convictions.
- 2.3.6.12 CONTRACTOR shall maintain a database of potential employers.

2.3.6.13 CONTRACTOR shall conduct site visits with potential employers and minimally document the following:

2.3.6.13.1 Availability of public transportation

2.3.6.13.2 Location description

2.3.6.13.3 Working conditions

2.3.6.13.4 Work culture

2.3.6.14 Participants shall have a case file with documentation of services provided under this service component. All case files related to this service component shall be made available for announced and unannounced COUNTY inspections. Case files shall include, but not limited to, the following:

2.3.6.14.1 Referral form

2.3.6.14.2 Authorization for Services (if subcontractor)

2.3.6.14.3 Release of Information form(s)

2.3.6.14.4 Completed assessment instrument

2.3.6.14.5 Participant attendance records

2.3.6.14.6 Work plan

2.3.6.14.7 Progress notes

2.3.6.14.8 Signed receipt of bus tokens

2.3.6.15 CONTRACTOR may be required to provide participants with bus tokens/bus pass.

2.3.6.16 Performance Measures

Forty percent (40%) of eligible participants shall be placed in subsidized or unsubsidized “full-time” or “part-time” employment.

## 2.3.7 Employment Retention

- 2.3.7.1 CONTRACTOR shall start Employment Retention services for participants who obtain “full-time” or “part-time” employment. CONTRACTOR shall monitor and track participant’s progress at 30, 90, and 120 day intervals.
- 2.3.7.2 CONTRACTOR shall maintain detailed participant case files including, but not limited to:
  - 2.3.7.2.1 Participant attendance records;
  - 2.3.7.2.2 Direct services provided;
  - 2.3.7.2.3 Payroll records or employment verification from employer;
  - 2.3.7.2.4 Completed resume; and
  - 2.3.7.2.5 Current status of participant in program.
- 2.3.7.3 CONTRACTOR shall make available to COUNTY comprehensive reports/records that include, but are not limited to, the following elements on a monthly basis or as needed:
  - 2.3.7.3.1 Names and social security numbers of eligible participants
  - 2.3.7.3.2 Reports that document and support attendance, progress and employment placement outcomes
  - 2.3.7.3.3 All subsidized and unsubsidized employment information including job title, start dates, and starting wage as verified by the employer
  - 2.3.7.3.4 Retention information verifying employment at 30, 90 and 120 days
  - 2.3.7.3.5 A report indicating the names of participants, the services received by the participants and the reason for termination
- 2.3.7.4 CONTRACTOR shall be responsible for complying with laws governing the required services at all times.

Worksites where participants are placed shall not be detrimental to the health, education, or welfare of the participant.

2.3.7.5 CONTRACTOR is required to provide a Notice of Intent to Stop Services form on the day of service completion and/or participant's termination of employment. CONTRACTOR shall notify the referring DPO of any employment terminations within 48 hours from the date the CONTRACTOR has been notified of the participant's termination.

2.3.7.6 CONTRACTOR may be required to provide participants with bus tokens/bus pass.

2.3.7.7 Performance Measures

CONTRACTOR shall have the following outcomes for services under Employment Retention services:

2.3.7.7.1 Sixty percent (60%) of eligible participants shall retain "full time" or "part – time" employment for a minimum of 30 days.

2.3.7.7.2 Fifty percent (50%) of eligible participants shall retain "full time" or "part – time" employment for a minimum of 90 days

2.3.7.7.3 Fifty-percent (50%) of eligible participants shall retain "full time" or "part – time" employment for a minimum of 120 days

## 2.4 Additional Requirements

2.4.1 CONTRACTOR shall provide and/or purchase COUNTY approved items for reimbursement according to the procedures set forth in *Appendix C, Technical Exhibit 4*. Items include, but are not limited to:

2.4.1.1 Enrollment fees (e.g. Community College/GED Classes/Vocational Schools);

2.4.1.2 Credit report fees;

2.4.1.3 Identification fees (e.g. California Driver's License, Birth Records/Birth Certificates, Social Security Cards);



2.4.1.4 Clothing, uniforms and tools for employment; and

2.4.1.5 Bus tokens and/or bus passes.

2.4.2 CONTRACTOR shall provide and/or coordinate participant's transportation services. The services include:

2.4.2.1 Travel from current residence to housing facility,

2.4.2.2 Transportation to court hearings, treatment sessions, and/or support services.

Contractor shall ensure that the vehicles to transport participants are properly maintained and shall secure and maintain automobile liability insurance on such vehicles at all times.

2.4.3 CONTRACTOR shall attend meetings, provide monthly reports by the 15<sup>th</sup> of the following month, and adhere to established personnel requirements and performance measures as indicated below.

2.4.4 CONTRACTOR shall attend or accommodate monthly Program Manager meetings and Ad-Hoc meetings requested by COUNTY representatives. COUNTY will make every effort to provide reasonable prior notice.

2.4.5 CONTRACTOR shall hold bi-monthly staff meetings that will include discussions regarding procedural matters such as, but not limited to, new intakes, case reviews, and programmatic issues. Minutes of the meetings shall be retained by CONTRACTOR throughout the Contract term and made available for COUNTY audits.

2.4.6 CONTRACTOR shall provide informational reports by the 5<sup>th</sup> of the following month to COUNTY'S AB 109 Project Manager. These reports shall indicate the level and type of services rendered for COUNTY. Report format and content is subject to final COUNTY review and approval.

2.4.7 CONTRACTOR shall provide COUNTY, upon request, with additional data relative to program performance.

### **3.0 QUALITY CONTROL PLAN**

CONTRACTOR(S) shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the Proposal. Prior to the Contract, an updated copy must be provided to

the COUNTY Program Manager within two (2) weeks of the Contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed on *Appendix C, Technical Exhibit 1, Performance Requirements Summary Chart*. It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the Contract as set forth in *Appendix A, Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement*.
- 3.4 The methods for ensuring uninterrupted service to COUNTY in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult records and information are maintained while in the care of CONTRACTOR'S employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

#### **4.0 QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all Contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR(S). If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in *Appendix C*,

*Technical Exhibit 1, Performance Requirements Summary Chart*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract.

#### 4.1 Performance Evaluation Meetings

The COUNTY'S Program Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the Contract if COUNTY'S Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.

4.3 COUNTY shall have the right to remove any CONTRACTOR personnel performing services under this Contract, who, in the opinion of COUNTY Program Manager, is unsatisfactory. The CONTRACTOR personnel will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

#### 4.4 Contract Discrepancy Report (*Appendix C, Technical Exhibit 2*)

Verbal notification of a Contract discrepancy must be made to the COUNTY Program Manager whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY'S Program Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY'S Program Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY'S Program Manager within ten (10) business days.

## 5.0 DEFINITIONS

5.1 Adult Records – Personal and social history, including criminal information of adult offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the Probation Department.

- 5.2 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., not including any COUNTY holidays.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the COUNTY'S Program Manager to inform the CONTRACTOR(S) of the faulty service. The CDR requires a response from the CONTRACTOR(S) explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.4 CONTRACTOR Project Director – The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 5.5 COUNTY Contract Manager – Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 5.6 COUNTY Contract Monitor – Person with responsibility to monitor the Contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager.
- 5.7 COUNTY Program Manager – Person designated by COUNTY to manage the daily operations under this Contract.
- 5.8 Liquidated Damages – The monetary amount deducted from CONTRACTOR'S payment due to Contract non-compliance and/or deficiencies in performance.
- 5.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the COUNTY to ensure Contract performance standards are met by the CONTRACTOR. *(Refer to Appendix C, Technical Exhibit 1)*
- 5.10 Quality Control Plan – All necessary measures taken by the CONTRACTOR(S) to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

## **6.0 RESPONSIBILITIES**

COUNTY'S and the CONTRACTOR'S responsibilities are as follows:

## **COUNTY**

### **6.1 Personnel**

COUNTY will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - COUNTY. Specific duties will include:

- 6.1.1 Monitoring the CONTRACTOR'S performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.1 Amendments.

## **CONTRACTOR**

### **6.2 CONTRACTOR Project Director**

- 6.2.1 CONTRACTOR shall provide its own full time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, including COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with COUNTY.
- 6.2.2 When Contract work is being performed at times other than described above or when the CONTRACTOR'S Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally responsible individual shall be designated to act for the CONTRACTOR'S Project Director.
- 6.2.3 CONTRACTOR'S Project Director shall have provided the required services for a minimum of three (3) years within the last five (5) years and/or hold a bachelor's degree in business management, education, criminal justice, administration of justice, psychology, sociology or a related field, and is a current employee of the agency.
- 6.2.4 CONTRACTOR'S Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily

operation of the Contract. CONTRACTOR'S Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

- 6.2.5 CONTRACTOR'S Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.2.6 COUNTY shall have the right of review and approval of the CONTRACTOR'S Project Director. COUNTY shall have the right of removal of the CONTRACTOR'S Project Director and any replacement recommended by CONTRACTOR.
- 6.2.7 CONTRACTOR'S Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.
- 6.2.8 CONTRACTOR'S Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings, and observing and reviewing/supervising staff.
- 6.2.9 CONTRACTOR'S Project Director shall maintain documentation demonstrating that the contracted services are evaluated on an annual or semi-annual basis throughout the Contract term and maintain documentation of evidence-based practices supporting the CONTRACTOR'S program and service delivery methods.

### **6.3 CONTRACTOR Personnel**

- 6.3.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. CONTRACTOR shall maintain professional staff with a minimum of two (2) years' experience working with program population. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract.
- 6.3.2 CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment.** (*Appendix C, Technical Exhibit 3*)

- 6.3.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.3.4 COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.
- 6.3.5 COUNTY reserves the right to have COUNTY Program Manager or a designated alternate, interview any or all prospective employees of CONTRACTOR.
- 6.3.6 CONTRACTOR shall be required to conduct a background check of their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.
- 6.3.7 CONTRACTOR staff shall be assessed annually on service delivery skills. Assessments will be documented and made available to COUNTY.
- 6.3.8 CONTRACTOR staff shall receive regular supervision relevant to the services they are expected to provide.
- 6.3.9 CONTRACTOR staff shall receive proper training in the theory and practices used in the CONTRACTOR'S program and as approved by COUNTY.
- 6.3.10 CONTRACTOR staff shall receive and be familiar with CONTRACTOR'S ethical guidelines or code of ethics for staff. Guidelines shall guide staff interactions with participants, ensure that staff understands their roles, and establish appropriate boundaries with clients.

#### **6.4 CONTRACTOR Furnished Items**

CONTRACTOR shall provide all personnel and equipment, and supplies necessary to perform all services required by the Statement of Work.

#### **6.5 CONTRACTOR'S Office**

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints, which may be received about the CONTRACTOR'S

performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The CONTRACTOR shall answer calls received by the answering service within two (2) hours of receipt of the call.**

## **7.0 HOURS/DAYS OF WORK**

CONTRACTOR shall be required to provide the required services Sunday through Saturday during each of the 12 months as needed. The CONTRACTOR shall be required to provide services on COUNTY recognized holidays. CONTRACTOR shall also provide the required services during or after regular business hours.

## **8.0 UNSCHEDULED WORK**

If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.
- 9.2 A standard level of performance will be required of CONTRACTOR for the required services. *Appendix C, Technical Exhibit 1* summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in *Appendix C, Technical Exhibit 1*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.



9.3 When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

9.3.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

9.3.2 Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.

9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.3.4 Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This Sub-paragraph does not preclude the COUNTY'S right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in *Appendix A, Sample Contract, Standard Terms and Conditions, Paragraph 8.42, Termination for Convenience.*

/

/

/

/

/

/

/

/

/

**APPENDIX C**

**TECHNICAL EXHIBITS**

**APPENDIX C  
TECHNICAL EXHIBITS**

**TABLE OF CONTENTS**

<u>EXHIBITS</u>	<u>PAGE</u>
1 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART.....	1
2 CONTRACT DISCREPANCY REPORT .....	4
3 CONFIDENTIALITY OF CORI INFORMATION.....	5
4 AUXILIARY FUNDS REIMBURSEMENT .....	6
5 AB 109 AREA OFFICES AND JAIL FACILITY .....	7

# TECHNICAL EXHIBIT 1

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Page 1 of 2

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

### Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

### Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in *Appendix C, Technical Exhibit 1*. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in *Appendix C, Technical Exhibit 1*.

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation Department to be unacceptably performed at no additional cost to COUNTY.

/

/

/

/

/

/

/

/

/

/

/

/

# TECHNICAL EXHIBIT 1

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQL)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQL
Overall compliance with Statement of Work (SOW), Scope of Work. (Appendix B, 1.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Overall compliance with Statement of Work (SOW), Specific Tasks. (Appendix B, 2.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Appendix B, 3.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment. (Appendix A, 7.4.1)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Appendix A, 7.4.2)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Contractor shall reimburse County for record check. (Appendix A, 7.4.7)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. (Appendix A, 8.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

Signature of County Representative

Date \_\_\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

Signature of Contractor Representative

Date \_\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

Signature of County Representative

Date \_\_\_\_\_

**COUNTY ACTIONS:** \_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

### TECHNICAL EXHIBIT 3

### CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to be forwarded to County Contract Manager within five (5) business days of start of employment.



## TECHNICAL EXHIBIT 4

### AUXILIARY FUNDS REIMBURSEMENT PROCEDURES

#### Eligibility for Reimbursement

Expenditure reimbursements are intended for the purpose of stabilizing AB109 participants re-entering into the community. Expenditures must be pre-approved by the Deputy Probation Officer of record utilizing a County requisition form. The expenditures must match the needs identified in the service and needs plan which is based on the Systems Navigator's assessment of the participant. The following are examples of the categories of expenditures related to community stabilization for the participant.

#### Categories of Expenditures

Housing assistance (paid directly to the lessor for partial assistance of one time rent for obtaining housing)  
One-time Vouchers for enrollment fees (education/vocational)  
Employment Support (uniforms, union dues, equipment, certification)  
Identification fees (Driver's License, Birth Certificate, etc.)  
Medication and Medical supplies

All expenditures will be submitted with the approved requisition County form for reimbursement with the monthly invoice for services rendered. Any items that were purchased without pre-approval will be rejected for reimbursement.

## **TECHNICAL EXHIBIT 5**

### **AB 109 Supervision Area Offices and County Jail**

- 1. AB-109 Antelope Valley Regional Office  
43423 Division St.  
Lancaster, CA**
- 2. AB-109 Industry Regional Office  
Address Pending**
- 3. AB-109 San Gabriel Valley Regional Office  
2266 Davie Street,  
Commerce, CA**
- 4. AB-109 San Fernando Valley  
Regional Office  
13557 Van Nuys Blvd., Pacoima, CA**
- 5. AB-109 South Bay Regional Office  
1299 Artesia Blvd. Carson, CA**
- 6. AB-109 South Los Angeles Regional Office  
5811 San Pedro St. Los Angeles, CA**
- 7. AB-109 West Los Angeles Regional Office  
11151 Missouri Ave.  
Los Angeles, CA**
- 8. Community Transition Unit  
Los Angeles County Jail  
450 Bauchet Street  
Los Angeles, CA 90012**

## **APPENDIX D**

### **REQUIRED FORMS**

**APPENDIX D  
REQUIRED FORMS  
TABLE OF CONTENTS**

<u>EXHIBITS</u>		<u>PAGE</u>
<b>BUSINESS FORMS</b>		
1	PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT .....	2
2	PROSPECTIVE CONTRACTOR REFERENCES .....	4
3	PROSPECTIVE CONTRACTOR LIST OF CONTRACTS .....	5
4	PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS .....	6
5	CERTIFICATION OF NO CONFLICT OF INTEREST.....	7
6	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION .....	8
7	INTENTIONALLY OMITTED.....	9
8	PROPOSER'S EEO CERTIFICATION .....	10
9	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS.....	11
10	CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION.....	12
<b>COST FORMS</b>		
11	PRICING SHEET .....	13
12	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS.....	15
13	SAMPLE BUDGET SHEET .....	16
13A	BUDGET NARRATIVE .....	17
14	INTENTIONALLY OMITTED.....	18
<b>LIVING WAGE FORMS</b>		
15-19	INTENTIONALLY OMITTED .....	18
<b>2004 NONPROFIT INTEGRITY ACT (SB 1262, CHAPTER 919)</b>		
20	CHARITABLE CONTRIBUTIONS CERTIFICATION .....	21
<b>TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM</b>		
21	INTENTIONALLY OMITTED.....	22
<b>DEFAULTED PROPERTY TAX REDUCTION PROGRAM</b>		
22	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	23

## REQUIRED FORMS - EXHIBIT 1

### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

\_\_\_\_\_

\_\_\_\_\_

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.1 PROPOSER must attend the Mandatory Proposers' Conference scheduled for Tuesday, October 15, 2013, 10:00 a.m., PT.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.2 PROPOSER must submit a Proposal by 12:00 p.m. PT, Friday, November 22, 2013.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.3 PROPOSER must demonstrate a minimum of three (3) years experience within the last five (5) years working with high-risk adult probationers and/or parolees.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.4 PROPOSER must demonstrate a minimum of three (3) years experience, within the last five (5) years, administering and/or providing housing and supportive services in a lead capacity in the State of California.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.5 PROPOSER must demonstrate a minimum of two (2) years' experience within the last three (3) years in administering Federal, State, County or City contracts.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.6 PROPOSER must have an administrative business office located within or adjacent to the County of Los Angeles. The address to the administrative business office must be included in the Proposal.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Business License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

## REQUIRED FORMS - EXHIBIT 2

### PROSPECTIVE CONTRACTOR REFERENCES

**Contractor's Name:** \_\_\_\_\_

List at least (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. All dates must be in **MM/DD/YYYY** format.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service	Dollar Amt.	
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service	Dollar Amt.	
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service	Dollar Amt.	
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service	Dollar Amt.	
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /	Type of Service	Dollar Amt.	

# REQUIRED FORMS - EXHIBIT 3

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. All dates must be in **MM/DD/YYYY** format. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	Term of Contract Start:   /   /      End:   /   /		Type of Service	Dollar Amt.



## REQUIRED FORMS - EXHIBIT 4

### PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		

## REQUIRED FORMS - EXHIBIT 5

### CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

---

Proposer Name

---

Proposer Official Title

---

Official's Signature

**REQUIRED FORMS - EXHIBIT 6**  
**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUIRED FORM - EXHIBIT 7**  
**INTENTIONALLY OMITTED**

**REQUIRED FORMS - EXHIBIT 8**  
**PROPOSER'S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

---

Signature

---

Date

---

Name and Title of Signer (please print)

## REQUIRED FORMS - EXHIBIT 9

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 10

### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-mail Address:	
Solicitation For _____ Services: _____		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

#### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

#### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name:	Title:
Signature:	Date:

## REQUIRED FORMS - EXHIBIT 11

### PRICING SHEET

Page 1 of 2

**TO BE USED FOR COUNTY OF LOS ANGELES-  
COMPREHENSIVE SERVICES TO THE AB 109 POPULATION**

The undersigned offers to provide all labor and supplies necessary to support and facilitate the COUNTY'S Comprehensive Services to the Assembly Bill (AB) 109 population as set forth in RFP# 6401311.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee for service basis as provided upon the hereinafter proposal fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

**I PROPOSE A FIXED RATE/FEE FOR THE REQUIRED SERVICE:**

<b><u>Systems Navigation</u></b>		Hourly	\$ <u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>
<b><u>Housing:</u></b>				
Transitional Housing	Per Day	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>	
Parent with Child Transitional Housing	Per Day	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>	
Sober Living Environment	Per Day	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>	
Emergency Shelters/ Homeless Shelters	Per Day	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>	
Board and Care	Per Day	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>	
Skilled Nursing	Per Day	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>	
Recuperative Care	Per Day	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>	



## FORMS - EXHIBIT 11

### PRICING SHEET

Page 2 of 2

## Employment Services

Individualized Assessment	Per Assessment	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>
Job Readiness Workshops <u>(minimum of 3 Participants per Workshop)</u>	Per Workshop	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>
Job Placement	Per Participant Placement	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>
Retention	Monthly per Participant	<u>(Write out dollar amount in full)</u>	\$ <u>(figure amount)</u>

---

Print Name of Authorized Signer

---

Title \_\_\_\_\_

Signature \_\_\_\_\_

---

Date \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 12**  
**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**  
**& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

---

---

---

---

---

---

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

---

---

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

---

Name of Firm

---

Print Name of Signer

Title

---

Signature

Date

## REQUIRED FORMS - EXHIBIT 13

### ***SAMPLE BUDGET SHEET FOR COMPREHENSIVE SERVICES (AB 109)***

#### **DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			
<b>Total Salaries and Wages</b>			<b>\$ _____</b>

**\*FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
<b>Total Benefits</b>		<b>\$ _____</b>

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Payroll Taxes</b>	<b>\$ _____</b>

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____
<b>Total Insurance/Misc. S &amp; S</b>	<b>\$ _____</b>

**TOTAL DIRECT COSTS** \$ \_\_\_\_\_

#### **INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

**TOTAL INDIRECT COSTS** \$ \_\_\_\_\_

**TOTAL DIRECT AND INDIRECT COST** \$ \_\_\_\_\_

PROFIT (Please enter percentage: \_\_\_\_\_%) \$ \_\_\_\_\_

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_

## **REQUIRED FORMS - EXHIBIT 13A**

### **BUDGET NARRATIVE**

Proposers are required to complete a budget narrative for each separate line item in their budget.

All figures and compilations must be clearly explained.

**REQUIRED FORMS - EXHIBITS 14-19**  
**INTENTIONALLY OMITTED**

## REQUIRED FORMS - EXHIBIT 20

### CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Print Name and Title of Signer

**REQUIRED FORM – EXHIBIT 21**

**INTENTIONALLY OMITTED**

## REQUIRED FORMS - EXHIBIT 22

### CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract For _____ Services: _____		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---

---

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:



## **APPENDICES E – P**

## APPENDICES E – P

### TABLE OF CONTENTS

<u>APPENDIX</u>	<u>PAGE</u>
E. TRANSMITTAL FORM TO REQUEST RFP SOLICITATION REQUIREMENTS REVIEW .....	1
F. INTENTIONALLY OMITTED.....	2
G. JURY SERVICE ORDINANCE .....	3
H. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY.....	6
I. IRS NOTICE 1015 .....	7
J. SAFELY SURRENDERED BABY LAW .....	8
K. INTENTIONALLY OMITTED.....	13
L. DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE.....	14
M. INTENTIONALLY OMITTED.....	19
N. BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION .....	20
O. DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	22
P. SEXUAL HARASSMENT POLICY .....	25

## TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
RFP Title:	RFP No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses.

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

---



---



---

Request submitted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

---



---



---

Date Response sent to Proposer: \_\_\_\_\_

## INTENTIONALLY OMITTED

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE**[2.203.010 Findings.](#)[2.203.020 Definitions.](#)[2.203.030 Applicability.](#)[2.203.040 Contractor Jury Service Policy.](#)[2.203.050 Other Provisions.](#)[2.203.060 Enforcement and Remedies.](#)[2.203.070 Exceptions.](#)[2.203.090 Severability.](#)**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

**Vendor Name:** ARROWHEAD EMANCIPATION PROGRAM  
**Alias:**  
**Debarment Start Date:** 7/8/2008 **Debarment End Date:** Permanently Debarred  
**Principal Owners and/or Affiliates:** Irma F. Reed And Charlene Williams

---

**Vendor Name:** INSPECTION ENGINEERING CONSTR  
**Alias:** Inspection Engineering Construction  
**Debarment Start Date:** 6/13/2006 **Debarment End Date:** 6/12/2016  
**Principal Owners and/or Affiliates:** Jamal Deaifi

---

**Vendor Name:** KC BUILDING MAINTENANCE, INC.  
**Alias:** Kim Y. Peak  
**Debarment Start Date:** 7/31/2012 **Debarment End Date:** 7/31/2015  
**Principal Owners and/or Affiliates:** Kimberly Y. Chung and Charles I. Chung

---

**Vendor Name:** RELIABLE BLDG MAINTENANCE INC.  
**Alias:**  
**Debarment Start Date:** 7/31/2012 **Debarment End Date:** 7/31/2022  
**Principal Owners and/or Affiliates:** Nam Min Cho, Sung Ok Cho, and Norman Cho

---

**Vendor Name:** SAEICO, INC.  
**Alias:**  
**Debarment Start Date:** 10/18/2011 **Debarment End Date:** 10/17/2016  
**Principal Owners and/or Affiliates:** Godwin Iwunze, Sam Soho Nor

---

**Vendor Name:** SAM SOHO NOR, AN INDIVIDUAL  
**Alias:**  
**Debarment Start Date:** 10/18/2011 **Debarment End Date:** 10/17/2019  
**Principal Owners and/or Affiliates:**



**IRS NOTICE 1015**

(Obtain latest version from IRS website -  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2012)

## **Have You Told Your Employees About the Earned Income Credit (EIC)?**

### **What is the EIC?**

The EIC is a refundable tax credit for certain workers.

### **Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

### **How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

### **How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

### **How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)  
Cat. No. 205991

# **SAFELY SURRENDERED BABY LAW**

**Posters and Fact Sheets are available in English and Spanish for printing purposes  
at the following Website:**

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## INTENTIONALLY OMITTED

Title 2 ADMINISTRATION  
Chapter 2.202.010 through 2.202.060  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

Page 1 of 5

**Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT**

[2.202.010 Findings and declarations.](#)

[2.202.020 Definitions.](#)

[2.202.030 Determination of contractor non-responsibility.](#)

[2.202.040 Debarment of contractors.](#)

[2.202.050 Pre-emption.](#)

[2.202.060 Severability.](#)

**2.202.010 Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.



Title 2 ADMINISTRATION  
Chapter 2.202.010 through 2.202.060  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

Page 2 of 5

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 Determination of contractor non-responsibility.**

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and

Title 2 ADMINISTRATION  
Chapter 2.202.010 through 2.202.060  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

3 of 5

offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors.

The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, Page

deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 Debarment of contractors.**

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
  - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
  - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
  - (3) Whether there is a pattern or prior history of wrongdoing.

Title 2 ADMINISTRATION  
Chapter 2.202.010 through 2.202.060  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

Page 4 of 5

- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

Title 2 ADMINISTRATION  
Chapter 2.202.010 through 2.202.060  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

Page 5 of 5

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

## INTENTIONALLY OMITTED

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 17).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.gov/charities/statutes.php/>

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

**Title 2 ADMINISTRATION**  
**Chapter 2.206.010 through 2.206.080**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

[2.206.010 Findings and declarations.](#)

[2.206.020 Definitions.](#)

[2.206.030 Applicability.](#)

[2.206.040 Required solicitation and contract language.](#)

[2.206.050 Administration and compliance certification.](#)

[2.206.060 Exclusions/Exemptions.](#)

[2.206.070 Enforcement and remedies.](#)

[2.206.080 Severability.](#)

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)



**Title 2 ADMINISTRATION**  
**Chapter 2.206.010 through 2.206.080**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Page 2 of 3

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

**Title 2 ADMINISTRATION**  
**Chapter 2.206.010 through 2.206.080**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Page 3 of 3

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 5 PERSONNEL  
Chapter 5.09.010 through 5.09.030  
SEXUAL HARASSMENT POLICY

**Chapter 5.09 SEXUAL HARASSMENT POLICY**

[5.09.010 Sexual harassment prohibited.](#)

[5.09.020 Sexual harassment defined.](#)

[5.09.030 Responsibilities of county personnel.](#)

**5.09.010 Sexual harassment prohibited.**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

**5.09.020 Sexual harassment defined.**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

Title 5 PERSONNEL  
Chapter 5.09.010 through 5.09.030  
SEXUAL HARASSMENT POLICY

**5.09.030 Responsibilities of county personnel.**

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment.

Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;
2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
2. Ensuring that all personnel decisions are made in accordance with this policy; and
3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

- D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

Title 5 PERSONNEL  
Chapter 5.09.010 through 5.09.030  
SEXUAL HARASSMENT POLICY

Page 3 of 3

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
3. Investigating employee complaints of sexual harassment when filed with the OAAC;
4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and
5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

**Title 2 ADMINISTRATION  
Chapter 2.206.010 through 2.206.080  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:**

**Los Angeles County Probation Department  
Attn: Contracts & Grants Management Division  
9150 East Imperial Highway, Room B-82  
Downey, CA 90242**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a contract, all Contractors' employees assigned under the contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of \_\_\_\_\_ assigned under the contract that I **must** receive the above referenced training. I \_\_\_\_\_ hereby confirm that I have received such training and information on \_\_\_\_\_, 20\_\_\_\_.

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE: